E-FILED
Rachel Dombrowski, Clerk
Appellate Court of Maryland
1/20/2025 12:06 AM

RECORD EXTRACT OF APPELLANT(s)

IN THE
APPELLATE COURT
OF MARYLAND

September Term 2024,
No. 1502

JUSTIN HOLDER, *et al.*,

Appellant(s)

V.

FREDERIC FREDERICK

Appellee(s)

Appeal from the Circuit Court of Washington County
The Honorable William Nickolas

RECORD EXTRACT

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JUSTIN HOLDER, *et al.*,
APPELLANT(s)

Record Extract Sept. Term 2024 No. 1502

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E-FILED; Washington Circuit Court
Docket: 1/21/2023 11:11 PM; Submission: 1/21/2023 11:11 PM

IN THE CIRCUIT COURT OF MARYLAND FOR WASHINGTON COUNTY

JUSTIN K. HOLDER *

Plaintiff *

v. *

* CASE NO.: C-21-CV-_____

Frederic Mark Frederick, * C-21-CV-23-000036
11455 Bemisderfer Rd *
Greencastle, PA 17225 *

and *

Benjamin & Lisa Estes *
22 Mt. Hebron road *
Keedysville, Md 21756 *

Defendant(s) *

and *

Frederick, Siebert and Associates, Inc., *
128 South Potomac St., *
Hagerstown, MD 21740 *

and *

Deena Holder *
308 West Chapline St. *
Sharpsburg, MD 21782 *

and *

Uncle Eddies brokedown palace LLC *
530-B Harkle Rd #100, *
Santa Fe, NM 87505 *

and *

John Dowling *
115 Cathedral Street *
Annapolis, MD 21401 *

Interested Parties(s)

* *

COMPLAINT FOR DECLARATORY JUDGEMENT, INJUNCTIVE RELIEF AND DAMAGES

Plaintiff Justin Kyle Holder ("Mr. Holder"), in proper person, hereby files this Complaint against Defendants: Frederic Mark Frederick, Benjamin N. Estes and Lisa S. Estes; and Interested Parties: John Dowling, Esq., Frederick, Siebert and Associates, Inc.; Deena A. Holder and Uncle Eddies brokedown palace LLC, and in support thereof alleges as follows:

PARTIES, JURISDICTION AND VENUE

1. Plaintiff, Justin Kyle Holder, is an adult resident of Washington County, Maryland.
2. Defendant, Benjamin Estes ("Estes") is an adult resident of Washington County, Maryland.
3. Defendant, Lisa Estes is an adult resident of Washington County, Maryland.
4. Interested Party, Frederick, Siebert and Associates, Inc., ("FSA") is a Maryland corporate entity that conducts Engineering business in Washington County, Maryland.
5. Defendant, Frederic Mark Frederick ("Frederick") is a licensed land surveyor in the State of Maryland who transacts and conducts business in Washington County, Maryland. The FSA website has listed Frederick as the President of FSA at all times relevant to this complaint. This action concerns various disputes that have arisen in Washington County, Maryland.
6. Interested Party, John Dowling, Esq., ("Dowling") is a professional land surveyor with an office in Annapolis, Maryland who transacts and conducts business in conjunction with occurrences in Washington County, Maryland. Moreover Dowling as agent of Estes has been intimately involved in the conduct of Estes and Frederick, and may have a claimed right and interest to protect relative to the facts placed herein.

7. Uncle Eddies brokedown palace LLC is a New Mexico LLC (sometimes herein referred to as "Uncle Eddies") which owns real property in Washington County, Maryland whose rights and interest could be effected by the adjudications of certain matters set forth herein.
8. Deena Holder ("Mrs. Holder") owns real property in Washington County, Maryland and her rights and interest could be effected by the adjudications of certain matters set forth herein. Moreover Deena Holder is Plaintiff's wife and mother of Plaintiff's children all of whom have been severely injured by the intentional acts of Defendant(s) as set forth herein.
9. Jurisdiction and venue are appropriate in Washington County, Maryland.
10. This Court has jurisdiction over the Defendants pursuant to MD. CODE ANN. CTS & JUD. PROC. §1-501, §6-102 and §6-103.
11. This Court has jurisdiction over the cause of action pursuant to MD. CODE ANN. CTS & JUD. PROC. §3-403.
12. This Court is the proper venue pursuant to MD. CODE ANN. CTS & JUD. PROC. §6-201 because all residents reside, or conduct and carry on business in Washington County.
13. Subject matter jurisdiction in and over this case is founded, in part, upon the Maryland Uniform Declaratory Judgement Act, Title III, Subtitle IV, CTs. & JUD. PROC. ART., *Annot. Code of MD* (the "ACT").
14. Jurisdiction is proper in the State of Maryland under MD. CODE ANN. CTS. & JUD. PROC. § 6-103 because all Defendants transact business in this State.

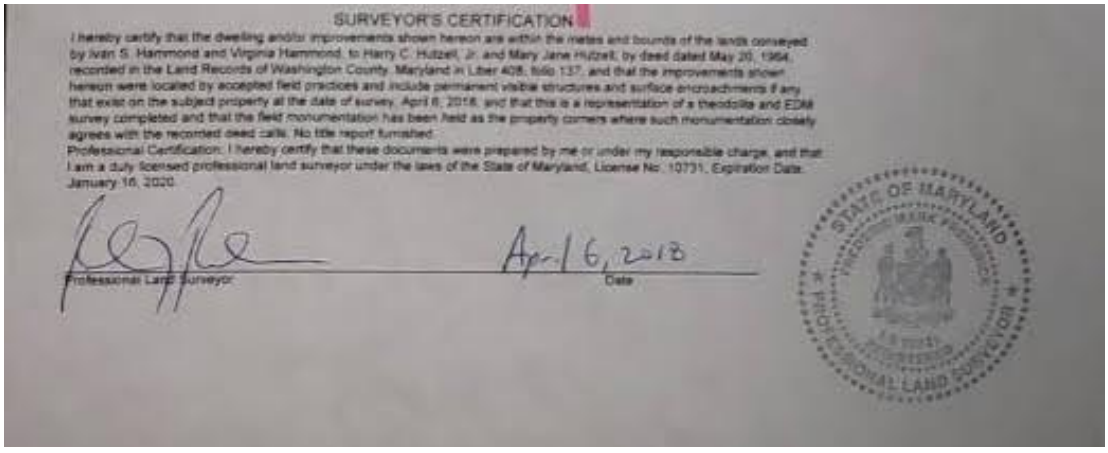
15. Venue is proper in the Circuit Court for Washington County, Maryland pursuant to MD. CODE ANN. CTS. & JUD. PROC. § 6-201 and 6-202 because Defendants carry on regular business in Washington County and because Mr. Holder's claim arose from acts or conduct that occurred in Washington County, Maryland.

FACTS COMMON TO ALL COUNTS

16. Mr. Holder incorporates by reference the allegations set forth in the preceding paragraphs of this Complaint as if fully stated herein.

THE SPECIFIC TRUTH THAT WAS CONCEALED - "FRED'S FRAUD"

17. On April 6th, 2018 Frederick signed a survey certificate on a boundary survey he performed as agent of Justin Holder and owing the duty thereto, representing to Justin Holder that the title lines on the survey were the same title lines as described on deed recorded at Liber 408 folio 137 among the land records of Washington County, Maryland (the "Hutzell Deed"), said survey certificate incorporated herein by reference:



SURVEYOR'S CERTIFICATION

I hereby certify that the dwelling and/or improvements shown hereon are within the metes and bounds of the lands conveyed by Ivan S. Hammond and Virginia Hammond, to Harry C. Hutzell, Jr. and Mary Jane Hutzell, by deed dated May 20, 1964, recorded in the Land Records of Washington County, Maryland in Liber 408, folio 137, and that the improvements shown hereon were located by accepted field practices and include permanent visible structures and surface encroachments if any that exist on the subject property at the date of survey, April 6, 2018, and that this is a representation of a theodolite and EDM survey completed and that the field monumentation has been held as the property corners where such monumentation closely agrees with the recorded deed calls. No title report furnished.

Professional Certification: I hereby certify that these documents were prepared by me or under my responsible charge, and that I am a duly licensed professional land surveyor under the laws of the State of Maryland, License No.: 10731, Expiration Date: January 16, 2020.

Professional Land Surveyor

Apr. 16, 2018
Date

STATE OF MARYLAND

(the "April 6th survey.")

18. The title lines depicted on the 3rd[1] through 5th lines of the *April 6th survey* deviated from the 3rd and 4th title lines on the *Hutzell Deed*, Frederick has admitted same in a *February 13th, 2020 letter* and Dowling has admitted same in a *March 18th 2022 deposition*, *see demonstrative overlay infra* as *April 6th survey* drawn in blue lines and *Hutzell Deed* drawn in black lines, incorporated herein by reference:

(the "Northern Title line Deviation.")

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[1] The 1st line being the line beginning in the Little Antietam Creek where said creek intersects the abandoned railroad right-of way on the eastern margin of property designated as Uncle Eddies brokedown palace LLC, said first line ending at point designated *561* in *demonstrative overlay supra*; thence down said creek for the 1st and 2nd lines; and the 3rd line being designated as the 3rd line north of the abandoned railroad on the eastern margin of property designated as Uncle Eddies brokedown palace LLC, said 3rd line beginning in the center margin of the Little Antietam Creek.

19. Frederick in writing a *February 13th, 2020 letter* first notified Plaintiff of the *Northern Title line Deviation* and explained the deviation as "That when we [Frederic Frederick and his agents] did that [1993 survey for Estes predecessor Richard Jolles (Mr. "Jolles"] and we crossed the creek onto your [Uncle Eddie's and Mrs. Holder's] side of the creek we found old evidence of a blazed tree and fence post and a fence line and it was our intent to try to follow what we believed was the intent of the old deed and thus **we held those old possession lines,**" (the "Frederick Northern 3 lines.")

20. The *Frederick Northern 3 lines* which include 2 fencepost, a fence line and a blazed tree as monuments (the "new monuments") that were never used to describe the property of Richard Jolles or his predecessor; or property on the *Hutzell Deed* prior to the 1993 survey for Richard Jolles, nor were the new monuments in any other public records prior to the 1993 survey for Richard Jolles.

21. The land west of the 3rd and 4th lines of the *Hutzell Deed* and east of the *Frederick Northern 3 lines* generally enclose the the *Northern title line deviation* that has been described as (a "Deed Overlap") by Frederick; (the "disputed property") by Estes; and a.k.a. (the "swamp")[2] by Plaintiff Holder and the Court in a December 15/16th 2022 trial.

22. *The Frederick Northern 3 lines* and the original 1st through 4th title lines on *Hutzell Deed* fall in the "waters of the State" as defined in MD. Environment Code Ann. § 5-101(i)(5) and MD. Natural Resources Code Ann. § 8-101(g)(5) as the 100 year floodplain.

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[2] Estes has abandoned claims of adverse possession of the swamp, admitting in December 15th 2022 trial testimony he lied and had no personal knowledge of his predecessors use of the swamp.

23. Frederick wrote to Plaintiff in a Thu, Mar 19, 2020 at 9:42 AM email subject “Invoice for Justin Holder” putting Plaintiff on notice of Frederick’s negligence, fraud and/or worse, demanding: ”Stop. Your interpretation of mistakes on FSA’s part are TOTALLY WRONG. I told you before and I will say it one final time. DEED OVERLAPS DO OCCUR, ESPECIALLY IN OLDER DEEDS." and Mr. Frederick's concealment of the *Deed Overlap* at the *Northern Title line Deviation* on the *April 6th Survey* was willful and intentional, (“Fred’s Fraud.”)

24. Frederick acknowledged *Fred’s Fraud* insomuch he allowed Plaintiff to believe Uncle Eddie’s and/or Mrs. Holder owned to the Creek, testifying in an April 27th, 2021 deposition: “And, Mr. Holder, you may recall I met you out there, and showed you that you didn't own the creek as you go further **around the creek beyond Estes**. And you approached a neighbor and you were able to acquire that additional land from him **so you could own to the creek;**” confirming “Yes, that's what -- that's what you wanted and when I wrote that description, we followed the creek;” explaining “when he was looking for something that would -- you know, in his opinion, he always, I guess, thought he went to the creek,” because that is what Frederick represented to Plaintiff when performing his duty thereto.

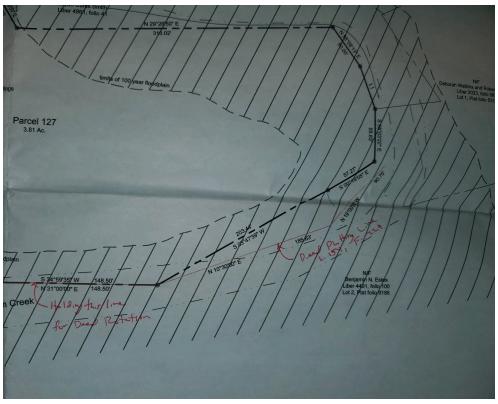
25. Plaintiff with some knowledge of the law related to "waters of the State" relied on Frederick's *April 6th survey* with no actual or constructive knowledge discoverable as a reasonably prudent person of a *Northern Title line deviation* when assuming that the acquisition of Keedysville Tax Map 721 parcel 414 from Bryan Curtis Smith did allow Uncle Eddie and/or Mrs. Holder to "own to the creek.”

26. The *new monuments* used to describe the *Frederick Northern 3 lines* still fall into the 100 year floodplain and "waters of the State", thus in either case *Fred's Fraud* convinced Plaintiff that Uncle Eddies and/or Mrs. Holder owned to the creek and that Frederick's survey work accurately represented the *Hutzell Deed* title lines.

THE SPECIFIC TRUTH THAT WAS CONCEALED - "DOWLING'S DECIET"

27. Dowling made a drawing Dowling identified as a deed composite for Estes, (the "deed composite.") The *deed composite* illustrates the *Hutzell Deed* title lines, *new monuments* used to describe the *Frederick Northern 3 lines, Deed Overlap* and *Northern Title line deviation* a.k.a. the *swamp;* where upon the fence line is depicted as a line with 4 "x" marks thereon and the *Hutzell Deed* 3rd and 4th title lines are identified with the number "502," "503" and "504."

28. Dowling discussing an attachment to Frederick's *February 13th, 2020 letter* during his *March 18th 2022 deposition* identified the red *Hutzell Deed* title lines illustrated by Frederick as being identical to what he illustrated in his *deed composite*.



29. Dowling testified in *March 18th 2022 deposition* absolutely confirming "Well I mean, again, going back to the deviation, there is a deviation at the third line up from the creek. I mean I have said that consistently."

30. Dowling testified in *March 18th 2022 deposition* recalling "I have no idea. I can't remember. I know I met with [Frederick] in my office, and I said to him what the situation was, that there was a deviation from the common lines from over 100 years ago, out based on my conversation with Mr. Frederick, that he was holding a line of possession."

31. Dowling testified in *March 18th 2022 deposition* identifying *the Northern Title line deviation* "Yes. I mean, if you look at that, there is a deviation from Frederick's to a portion that was outside of the title lines of the original conveyance to you. And going back to the one that you had me look at, at NN520, there is a portion of land at that position, I would say at the north end of your property where the lines deviate from the tract line is going back to the 1890's, and in your case, 1832."

32. Dowling testified in *March 18th 2022 deposition* concluding "Well, if you look at the description of 1832, it fits hand in glove with the description on the Estes side from 1893....Well over a hundred years [Q. 1832, possibly 190 years?] ...yes, it's close to 190 years."

33. Dowling testified in *March 18th 2022 deposition* exclaiming "I don't know how many times I have to say it, but I clearly say that the lines to the survey, two lines above the creek deviate from the title lines. There is no question about that. {Q. I appreciate that.} I have said it more than once."

34. Dowling testified in *March 18th 2022 deposition* explaining "My charge that I was presented with was Mr. Frederick's didn't want to stand behind his recorded survey. When I looked at it, I said I would look at the title and look at the survey, and I'd look at other instruments and I'd come up with it. What I came up is like everything, the properties run together, historically, to a certain point, and then they deviate."

35. Dowling testified in *March 18th 2022 deposition* opining "my basic opinion is that the lines were the same until the 1993 deviation, and the properties fit together and they deviated there," and the NN520 deed "calls to the creek."

36. In April 27th deposition Frederick was also asked "if a deed was going to follow a creek, it would say something like, The following nine calls around the creek or something to that?" and Frederick responded "Yes. Yes. You are totally right."

37. Dowling testified in *March 18th 2022 deposition* clarifying "Obviously, [Frederick signed and sealed it, and [Frederick] thinks it's correct, but [Frederick] wouldn't testify in court

that it was correct. And I am willing to testify in court that it matches the title lines, **except for the one place that it deviates,**" ("Dowling's opinion")

38. Dowling signed an affidavit on June 21st 2022 declaring under penalties of perjury that the content of the forgoing Affidavit is true and correct and is based upon personal knowledge, (the "Dowling Affidavit.")

39. *Dowling's Affidavit* declared "the boundary line between Estes Property and the Holder Property is accurately described" by t*he Frederick Northern 3*; in direct contrast to *Dowling's Opinion;* and

40. *Dowling's Affidavit* declared his "opinion that the shared boundary line is consistent with" t*he Frederick Northern 3* "is based on the fact that the title deeds contain specific courses and distances for the shared boundary line;" ignoring and willfully omitting the truth that a *Deed Overlap* and *Northern Title line deviation* a.k.a. the *swamp* existed and was illustrated in Dowling's *deed composite*; and *Dowling's Affidavit* is in direct contrast to *Dowling's Opinion,* ("Dowling's Deceit.")

THE SPECIFIC TRUTH THAT WAS CONCEALED - "ESTES' EVIL"

41. On January 20th 2020 Plaintiff explained to Estes in reference to the *swamp* that " MDE may have the opinion the entire area is creek bank and public land," and it is in fact true the *swamp* is entirely encumbered by the "waters of the State" as defined in MD. Environment Code Ann. § 5-101(i)(5) and MD. Natural Resources Code Ann. § 8-101(g)(5) as the 100 year floodplain depicted on the *April 6th survey.*

42. On February 10th 2020 Plaintiff Holder warned Estes "Please stop any and all efforts to take adverse possession of land you have no right to," in reference to the *swamp* which Estes has since abandoned his claims of adverse possession thereof.

43. On February 14th 2020 Estes was handed a copy of Frederick's *February 13th, 2020 letter;* and a complete chain of title to the Estes, Uncles Eddies and Mrs. Holder properties, ("Some Evidence") of a *Deed Overlap* and *Northern Title line deviation* a.k.a. the *swamp.*

44. On February 14th 2020 Pursuant to the terms of the Settlement Agreement "All Parties agree to stay off the "Swamp-area" on the Northwest corner of the creek (area clearly marked with survey stakes.)" Plaintiff and Defendant Estes agreed to have no contact "except for pre-arranged mediation at Mediation First ... to settle the property-line dispute," ("Some Evidence") of a *Deed Overlap* and *Northern Title line deviation* a.k.a. the *swamp.*

45. On March 4, 2020, Plaintiff provided a professional title abstract prepared by Jack Steich of Antietam Title by email to Defendant Estes, and advised that Mr. Steich "completed his full title abstract and found neither property crossed the creek," ("Some Evidence") of a *Deed Overlap* and *Northern Title line deviation* a.k.a. the *swamp.*

46. In the summer of 2020 Estes made a phone call to professional land surveyor George Nagel, whereupon Estes enquired of George Nagel his opinion of title between Uncle Eddie's property and Estes property line, whereas George Nagel told him he believed the property line to be the Creek, this would be ("Some Evidence") of a *Deed Overlap* and *Northern Title line deviation* a.k.a. the *swamp.*

47. Estes was present for the entire Dowling *March 18th 2022 deposition,* whereupon *Dowling's opinion* he testified to is ("Some Evidence") of a *Deed Overlap* and *Northern Title line deviation* a.k.a. the *swamp.*

48. Estes signed an affidavit on June 21st 2022 declaring under penalties of perjury that the content of the forgoing Affidavit is true and correct and is based upon personal knowledge, (the "Estes Affidavit.")

49. Estes lied in *Estes Affidavit* when he declares "I have requested that Holder provide me with some proof that he has a valid claim to part of my property. Holder has not presented any evidence to refute the opinions of surveyor Frederic Frederick or raise a dispute that Mr. Frederick's plats followed the courses and distances contained in the Holder and Estes chains of title," because unequivocally Plaintiff has provided Some Evidence of a Deed Overlap and Northern Title line deviation a.k.a. the swamp; Estes lied in *Estes Affidavit* with the evil, malicious and willful intent to knowingly place a fraud upon the court and the world.

50. Estes lied in *Estes Affidavit* when he declares "On January 19, 2020, Holder admitted to **clearing** my land, sending me a text message stating, 'I removed an old fence on the property that was a hazard. I looked across the creek and saw a nice creek bank. I thought it was common courtesy to **clean up** a mess on your side as well,'" because he uses the word "**clearing**" and Plaintiff used the word "**clean up,**" Estes can not possible have personal knowledge Plaintiff said cleared in a January 19th 2020 text message.

51. Moreover the in the same exact January 19th 2020 text message Estes references in *Estes Affidavit*, Plaintiff Holder makes clear "I am not at all interested in arguing over a swamp. There are not any trees being **cleared**."

52. The word "**clear**" has a common definition "to remove unwanted growth or items from, such as clear the land of timber;" and the word "**clean**" has a common definition "to make clean: such as such as to rid of dirt, impurities, or extraneous matter."

53. Plaintiff's January 19th 2020 text message Estes references in *Estes Affidavit* is unambiguous, articulating with precision the fact that no trees are being **cleared** and a mess was **cleaned up** after a fence (belonging to Uncle Eddies) was removed; and Estes lied in *Estes Affidavit* with the evil, malicious and willful intent to knowingly place a fraud upon the court and the world.

54. Estes declares in *Estes Affidavit* under personal knowledge that "Holder and/or his agents destroyed numerous trees, plants, and bushes, among other vegetation, including walnut trees, spice bushes, sycamore seedlings, box elder seedlings/trees, wild rose bushes, and other plants, bushes, and trees," yet Estes has sworn under oath he has no personal knowledge that Justin Holder and/or his agents destroyed trees, spice bushes, sycamore seedlings, box elder seedlings/trees, wild rose bushes, and other plants, bushes, and trees, because Plaintiff did not do so, Estes lied in *Estes Affidavit* with the evil, malicious and willful intent to knowingly place a fraud upon the court and the world.

55. Estes lied in *Estes Affidavit* when he declares "Holder recorded a video of himself walking in Spring Branch, which is entirely on my property, and **he references that he will clear neighbors' land for them**," because Plaintiff never even says the word "**clear**" in the aforementioned video, nor does Plaintiff ever discuss any trees, plants and vegetation being cut/burned/destroyed; Estes lied in *Estes Affidavit* with the evil, malicious and willful intent to knowingly place a fraud upon the court and the world.

56. Estes lied in *Estes Affidavit* when he declares "On or about January 18, 2020, Holder sent a text message to me stating, 'Please maintain your property or I will,' indicating that that he intended to continue to enter onto my land and continue to clear or otherwise remove vegetation on the Estes Property," because Plaintiff has never used the word "**clear**" as it relates to Estes property; Estes lied in *Estes Affidavit* with the evil, malicious and willful intent to knowingly place a fraud upon the court and the world.

57. Estes lied in *Estes Affidavit* when he declares "I met with Holder on December 31, 2019. At that meeting, Holder acknowledged that he and/or his agents had removed had removed plants, alders, trees, underbrush, and/or vegetation from the Estes Property and showed me where he had cleared,"because Plaintiff has never used the word "**clear**" as it relates to Estes property and moreover Plaintiff has never removed plants, alders, trees, underbrush, and/or vegetation from the Estes Property; Estes lied in *Estes Affidavit* with the evil, malicious and willful intent to knowingly place a fraud upon the court and the world.

58. Estes declares in *Estes Affidavit* under personal knowledge that "Holder removed, cut down, or otherwise cleared and destroyed trees, shrubs, and other plants and

vegetation on the Estes Property" yet Estes has sworn under oath he has no personal knowledge that Justin Holder removed, cut down, or otherwise cleared and destroyed trees, shrubs, and other plants and vegetation on the Estes Property, because Plaintiff did not do so, Estes lied in *Estes Affidavit* with the evil, malicious and willful intent to knowingly place a fraud upon the court and the world.

59. Estes declares in *Estes Affidavit* under personal knowledge that "From at least 1993 through 2018, a period of 25 years, my predecessors and I satisfied the elements of adverse possession with respect to the Disputed Property by actually, openly, notoriously, hostilely, visibly, and adversely possessing the Disputed Property, maintain same, paying taxes on same, and generally using and occupying the Disputed Property in the normal manner that similar property is used by a landowner," yet Estes has sworn under oath he has no personal knowledge that From at least 1993 through 2018, a period of 25 years, my predecessors and I satisfied the elements of adverse possession with respect to the Disputed Property by actually, openly, notoriously, hostilely, visibly, and adversely possessing the Disputed Property, maintain same, paying taxes on same, and generally using and occupying the Disputed Property in the normal manner that similar property is used by a landowner, because Estes has only looked at the Estes property 1 time prior to 2010, Estes lied in *Estes Affidavit* with the evil, malicious and willful intent to knowingly place a fraud upon the court and the world.

60. Estes declares in *Estes Affidavit* under personal knowledge that "From 1993 through 2010, the Hopes continuously maintained open, notorious, exclusive, and actual possession of the Disputed Property and were the only persons to occupy, maintain, or

otherwise make use of the Disputed Property during that time frame," yet Estes has sworn under oath he has no personal knowledge that From 1993 through 2010, the Hopes continuously maintained open, notorious, exclusive, and actual possession of the Disputed Property and were the only persons to occupy, maintain, or otherwise make use of the Disputed Property during that time frame, because Estes has only looked at the Estes property 1 time prior to 2010, Estes lied in *Estes Affidavit* with the evil, malicious and willful intent to knowingly place a fraud upon the court and the world.

61. Moreover Estes is a licensed Attorney and subject to the rules of professional conduct which demand his candor before a tribunal.

62. Estes had employed Dowling as his agent, *Dowling's deceit* was a product of the principal agent relationship enjoyed by Estes and Dowling and Estes ordered and instructed Dowling as his agent in his actions and fraud; thus Estes is responsible for the acts of his agent because his agent was acting at the request of Estes.

63. Estes presented *Dowling's Affidavit* to the Court in request for Summary Judgement even though Estes was present for the entire Dowling *March 18th 2022 deposition,* whereupon *Dowling's opinion* that a *Deed Overlap* and *Northern Title line deviation* a.k.a. the *swamp* was a fact still in genuine dispute, Estes deceived the court with the evil, malicious and willful intent to knowingly place a fraud upon the court and the world.

64. On January 1st 2018 Benjamin N. and Lisa S. Estes (as "affected landowners") drafted a complaint that was received on January 6th 2018 by the Maryland Department of the

Environment regarding The Boonsboro-Keedysville Water System, generally, The Keedysville Spring, specifically; alleging *inter alia* “there has been considerable visible change in the flow of the Keedysville Spring water outflow through and near the undersigned’s land in the absence of formal drought conditions,” (the "MDE complaint.")

65. Benjamin N. and Lisa S. Estes both lied during testimony at a December 15/16th 2022 trial insomuch the flow of the Keedysville Spring water outflow through and near the undersigned’s land has been the same level since they began occupation of the property in 2010, because they represented in the *MDE complaint* that indeed “there has been considerable visible change in the flow,” and Estes deceived the court with the evil, malicious and willful intent to knowingly place a fraud upon the court and the world.

66. On April 28th 2022 Plaintiff enquired of Estes and his candor, directly challenging what Plaintiff described as lies; whereupon Estes responded “I am telling you that I have never intentionally lied. I will never intentionally lie under oath in these court documents…”

67. Estes' lied again on April 28th 2021 because he does in fact intentionally lie in court documents, and Estes does so with the with the evil, malicious and willful intent to knowingly place a fraud upon the court and the world.

CONSPIRACY , CONCEALMENT AND TORTIOUS INTERFERENCE

68. Frederick represented to the Department of Licensing and Labor on June 8th 2020 that a property description produced in conjunction with his *April 6th survey* stated in the being clause "The lands intend to be conveyed" was the land described in the *Hutzell Deed*, and his property "description was intended to convey ALL (not part of) the same lands."

69. Frederick and Estes had ample opportunities in the fall of 2022 to respond to the "THE SPECIFIC TRUTH THAT WAS CONCEALED - 'FRED'S FRAUD'" but declined to do so, because Frederick and Estes can not dispute *Fred's Fraud*, there is no genuine facts to support anything else because the *Deed Overlap* and *Northern Title line deviation* a.k.a. the *swamp* have been acknowledged in sworn testimony by Estes, Frederick and Dowling on multiple occasions.

70. Estes and Frederick both conspired with Dowling, convincing Dowling to deceive the Court as to *Dowling's Opinion* which is opposite of the opinion in *Dowling's Affidavit.*

71. Benjamin N. and Lisa S. Estes as landowners conspired with Frederick to willfully and intentionally defraud the Court and the world to the detriment and degradation of Plaintiff's reputation, business relationships, financial/emotional health and loss of consortium with his wive.

72. The Plaintiff is the licensee of Uncle Eddie's land in Keedysville, Maryland and manages other properties in Washington County, Maryland whereas his clients rely on his diligence, expertise and experience.

73. *Estes Evil* by fraud and lies in his court documents were the direct cause of Erie insurance declining to defend lawsuits prosecuted against Plaintiff, his wife and business relations.

74. *Estes Evil* was designed to further oppress and injure Plaintiff when he exposed *Fred's Fraud* which would expose the *swamp* Estes coveted was never in his title, thus Estes and Frederick had motive to conspire to inflict intentional emotional, financial, economic and social injury upon Plaintiff and his family, to conceal *Fred's Fraud*.

75. Benjamin Estes personally and by and through his agent John Dowling did conspire with Lisa Estes and Frederic Frederick to willfully, intentionally, maliciously and knowingly conceal the *Deed Overlap* and *Northern Title line deviation* a.k.a. the *swamp* and other pertinent facts related to disputes regarding the *Deed Overlap* and *Northern Title line deviation* a.k.a. the *swamp* to the Court and to the world, for the evil motive of unjust enrichment of Estes in obtaining the *swamp* Estes coveted.

76. Benjamin Estes personally and by and through his agent John Dowling did conspire with Lisa Estes and Frederic Frederick to willfully, intentionally, maliciously and knowingly conceal the *Deed Overlap* and *Northern Title line deviation* a.k.a. the *swamp* and other pertinent facts related to disputes regarding the *Deed Overlap* and *Northern Title line deviation* a.k.a. the *swamp* to the Court and to the world, for the evil motive of inflicting severe emotional injury on Plaintiff and his family.

77. Benjamin Estes personally and by and through his agent John Dowling did conspire with Lisa Estes and Frederic Frederick to willfully, intentionally, maliciously and

knowingly conceal the *Deed Overlap* and *Northern Title line deviation* a.k.a. the *swamp* and other pertinent facts related to disputes regarding the *Deed Overlap* and *Northern Title line deviation* a.k.a. the *swamp* to the Court and to the world, for the evil motive of tortiously interfering with Plaintiff's business and governmental relationships.

78. Benjamin Estes personally and by and through his agent John Dowling did conspire with Lisa Estes and Frederic Frederick to willfully, intentionally, maliciously and knowingly conceal the *Deed Overlap* and *Northern Title line deviation* a.k.a. the *swamp* and other pertinent facts related to disputes regarding the *Deed Overlap* and *Northern Title line deviation* a.k.a. the *swamp* to the Court and to the world, for the evil motive of causing loss of consortium with Plaintiff and his wife.

COUNT I - FRAUDULENT CONCEALMENT

79. Plaintiff incorporates and re-alleges the allegations of all preceding paragraphs as if fully set forth herein.

80. Frederick performed Engineering work for Plaintiff and owed a duty to the plaintiff to disclose the material fact of the *Deed Overlap* and *Northern Title line deviation* a.k.a. the *swamp.*

81. Frederick failed to disclose the fact the *Deed Overlap* and *Northern Title line deviation* a.k.a. the *swamp* existed.

82. Frederick intended to defraud or deceive the plaintiff by convincing Plaintiff Uncle Eddies and Mrs. Holder owned to the creek and his property description intended to convey all the property described in the *Hutzell Deed*.

83. Frederick and Estes intended to defraud or deceive the Court and the world with *Fred's Fraud*, *Dowling's Deceit* and *Estes Evil*.

84. Plaintiff took action in justifiable reliance on Frederick's good word that his *April 6th survey* and property description intended to convey all the lands described in the *Hutzell Deed*.

85. Plaintiff has suffered damages and other harms as a result of the Frederick's , Benjamin and Lisa Estes' concealing the *Deed Overlap* and *Northern Title line deviation* a.k.a. the *swamp*.

86. In consequence thereof the Plaintiff will continue to suffer damages and other harms.

87. The Defendant(s), Frederick, Benjamin and Lisa Estes, have caused the Plaintiff to incur additional legal fees in the cost of litigation of his legal rights and reputation.

88. These harms by the Defendant(s), Frederick, Benjamin and Lisa Estes and threatened harms by the Defendant(s), Frederick, Benjamin and Lisa Estes are irreparable in nature, such that no remedy at law will afford the Plaintiff adequate relief.

WHEREFORE, the Plaintiff pray that this Honorable Court:

A. Permanently enjoin the Defendant(s), Frederick, Benjamin and Lisa Estes from further fraudulent concealment related to the *Deed Overlap* and *Northern Title line deviation* a.k.a. the *swamp*.;

B. Award Plaintiff actual damages against the Defendant(s), Frederick, Benjamin and Lisa Estes jointly and severable in an amount in excess of $75,000;

C. Award the Plaintiff legal fees against the Defendant(s), Frederick, Benjamin and Lisa Estes jointly and severable for the prosecution of this Claim; and

D. Grant such other further relief as the interests of justice may require.

COUNT II - TORTIOUS INTERFERENCE WITH BUSINESS RELATIONS

89. Plaintiff incorporates and re-alleges the allegations of all preceding paragraphs as if fully set forth herein.

90. That Defendant(s) (by agreement) have interfered with and continue to interfere with the Plaintiff's business and governmental relationships.

91. In consequence thereof, the Plaintiff has suffered and will continue to suffer damages and other harms.

92. The Defendant(s), Frederick, Benjamin and Lisa Estes have caused the Plaintiff to incur additional legal fees in the cost of litigation of his legal rights, business relationships, contractural obligations and reputation.

93. These harms by the Defendant(s), Frederick, Benjamin and Lisa Estes and threatened harms by the Defendant(s), Frederick, Benjamin and Lisa Estes are irreparable in nature, such that no remedy at law will afford the Plaintiff adequate relief.

WHEREFORE, the Plaintiff prays that this Honorable Court:

A. Permanently enjoin Defendant(s), Frederick, Benjamin and Lisa Estes from interfering with the Plaintiff's business relationships with Uncle Eddie's brokedown palace LLC, Deena Holder, Town of Keedysville, MD, Washington County Department of Water Quality, Washington County Surveyors office and Maryland Department of Natural Resources;

B. Award the Plaintiff actual damages against the Defendant(s), Frederick, Benjamin and Lisa Estes jointly and severable in an amount in excess of $75,000;

C. Award the Plaintiff legal fees against the Defendant(s), Frederick, Benjamin and Lisa Estes jointly and severable for the prosecution of this Claim; and

D. Grant such other and further relief as the interests of justice may require.

COUNT III - DECLARATORY JUDGEMENT

94. Plaintiff incorporates and re-alleges the allegations of all preceding paragraphs as if fully set forth herein.

95. The Court has jurisdiction under the *Act* to render a declaratory judgement, because:

96. Actual controversies exist between the Plaintiff and Defendant(s), Frederick, Benjamin and Lisa Estes regarding *Deed Overlap* and *Northern Title line deviation* a.k.a. the *swamp*;

97. These controversies make vexatious litigation between the aforesaid parties inevitable;

98. The Plaintiff has asserted legal rights , which Defendant(s), Frederick, Benjamin and Lisa Estes have denied;

99. A declaratory Judgment by this Court will serve to eliminate the uncertainty and controversy between the parties which will give rise to this proceeding.

100. For the reasons stated above, the Plaintiff is entitled to declaratory judgement under section 3-409 of the *Act*.

WHEREFORE, Plaintiff prays that this Honorable Court determine and adjudicate the rights of the Plaintiff(s) and all of the Defendant(s) with respect to:

A. Affirmatively declare that the *new monuments* of a blazed tree followed by a fence post and fence line used to describe the *Frederick Northern 3 lines* were not utilized in deed dated June 28th 1990 granted from Ellis G. Remsburg and Alice V. Hockenberry, Trustees under a Trust Agreement dated August 20, 1984 to Grantee(s) Richard M. Jolles and Ann P. Matheson recoded at Liber 960 folio 502 among the land records of Washington County, Maryland; and after reviewing the title chains to aforesaid deeds of subject property owners;

B. Affirmatively declare that the first 4 title lines on deed dated May 20th 1964 granted from Ivan S. Hammond and Virginia Hammond, his wife to Grantee(s) Harry C. Hutzell and Mary Jane Hutzell recorded at Liber 408 folio 137 are identical to the 15th through 18th lines (excepting a 2 degree variance in bearing at the 18th line) of "Tract A" as described in deed dated June 28th 1990 granted from Ellis G. Remsburg and Alice V. Hockenberry, Trustees under a Trust Agreement dated August 20, 1984 to Grantee(s) Richard M. Jolles and Ann P. Matheson recoded at Liber 960 folio 502 among the land records of Washington County, Maryland; and after reviewing the title chains to aforesaid deeds of subject property owners;

C. Award the Plaintiff reasonable legal fees against Defendant(s), Frederick, Benjamin and Lisa Estes jointly and severable for the commencement and prosecution of this claim; and

D. Grant such other and further relief as the interest of justice may require.

COUNT IV - INJUNCTIVE RELIEF

101. Plaintiff incorporates and re-alleges the allegations of all preceding paragraphs as if fully set forth herein.

102. These harms by the Defendant(s), Frederick, Benjamin and Lisa Estes and threatened harms by the Defendant(s) Frederick, Benjamin and Lisa Estes are irreparable in nature, such that no remedy at law will afford the Plaintiff adequate relief.

103. Plaintiff seeks permanent injunctive relief, enjoining Defendant(s) Frederick, Benjamin and Lisa Estes from continuing to:

(a) Conceal the *Deed Overlap* and *Northern Title line deviation* a.k.a. the *swamp*;

104. Plaintiff will suffer irreparable harm if the Court does not grant the requested injunctive relief.

105. The benefits to Plaintiff in obtaining injunctive relief are equal to or outweigh the potential harm to the Defendant(s), Frederick, Benjamin and Lisa Estes that would occur, if this Court grants the requested/granted relief.

106. The Public Interest is best served by granting the requested relief.

WHEREFORE, Plaintiff prays that this Honorable Court enter a final permanent injunction that:

A. Prohibits Defendant(s), Frederick, Benjamin and Lisa Estes and subject parties from concealing the *Deed Overlap* and *Northern Title line deviation* a.k.a. the *swamp*; and ordering all such other and further relief as the nature of this cause requires;

B. Orders Defendant(s) Frederic Frederick to reproduce a plat of Uncle Eddie's property in Keedysville, Maryland with intricate detail illustrating the *Deed Overlap* and *Northern Title line deviation* a.k.a. the *swamp* immediately; and

C. Grant such other and further relief as the Court deems just and appropriate.

COUNT V - LOSS OF CONSORTIUM

107. Plaintiff incorporates and re-alleges the allegations of all preceding paragraphs as if fully set forth herein.

108. At all times relevant to this Complaint Justin and Deena Holder were a married couple and parents/guardian to 2 minor children.

109. That as a result of the wrongful and negligent acts of the Defendant(s), Frederick, Benjamin and Lisa Estes by agreement and each of them individually, the Plaintiff was caused to suffer, and will continue to suffer in the future, loss of consortium, loss of

society, affection, assistance, and conjugal fellowship, all to the detriment of the marital relationship.

110. That all the injuries and damages were caused solely and proximately by the negligent, fraudulent, malicious and/or intentional acts of the Defendant(s), Frederick, Benjamin and Lisa Estes.

111. In consequence thereof, the Plaintiff has suffered and will continue to suffer damages and other harms.

112. Defendant(s), Frederick, Benjamin and Lisa Estes, have caused Plaintiff to incur additional legal fees in the cost of litigation of his loss of consortium.

113. These harms by the Defendant(s), Frederick, Benjamin and Lisa Estes and threatened harms by the Defendant(s) Frederick, Benjamin and Lisa Estes;, are irreparable in nature, such that no remedy at law will afford the Plaintiff adequate relief.

WHEREFORE, the Plaintiff prays that this Honorable Court:

A. Permanently enjoin Defendant(s) Frederick, Benjamin and Lisa Estes from further fraud, misrepresentations, concealment of the *Deed Overlap* and *Northern Title line deviation* a.k.a. the *swamp*;

B. Permanently enjoin Defendant(s) Frederick, Benjamin and Lisa Estes from intentional infliction of emotional injury to Plaintiff and/or his family;

C. Award the Plaintiff actual damages against the Defendant(s) Frederick, Benjamin and Lisa Estes jointly and severable in an amount in excess of $75,000;

D. Award the Plaintiff legal fees against the Defendant(s) Frederick, Benjamin and Lisa Estes jointly and severable for the prosecution of this Claim; and

E. Grant such other and further relief as the interests of justice may require.

COUNT VI - BREACH OF CONTRACT

114. Plaintiff incorporates and re-alleges the allegations of all preceding paragraphs as if fully set forth herein.

115. On or about March 5th 2018 , Plaintiff, Justin Holder contracted with Defendant, Frederic Frederick and/or FSA to provide professional land survey services to Justin Holder in accordance with Maryland minimum standards, related to a real property transaction in Keedysville, MD; whereby Plaintiff, Justin Holder provided for compensation of Defendant Frederic Frederick and/or FSA; and by agreement Defendant Frederic Frederick and/or FSA entered into a written contract with Plaintiff.

116. The legal effect of the contract was such that Frederic Frederick and/or FSA was to provide a survey in accordance with Maryland minimum survey standards set forth in COMAR for a fee of $3000, which said fee was paid on or before April 10th 2018.

117. Defendant Frederic Frederick has breached the contract by refusal to illustrate the *Deed Overlap* and *Northern Title line deviation* a.k.a. the *swamp* and other areas of occupation, deed overlaps and gaps he himself has admitted existed whereas COMAR requires by law Frederick do so as a minimum standard of care.

118. Plaintiff has performed all precedent conditions to recover under breach by Defendant Frederic Frederick.

119. As a result of Defendant Frederic Frederick's breach of the contract, Plaintiff has sustained damages in an amount over $75,000 to be determined after trial.

120. Accordingly, Plaintiff demands Judgment against Defendant for a sum over $75,000, interest, and costs including reasonable attorney's fees and litigation cost to be determined after trial.

121. In consequence thereof, the Plaintiff will continue to suffer damages and other harms.

122. Defendant Frederic Frederick, has caused Plaintiff to incur additional legal fees in the cost of litigation of the contract, his legal rights, business relationships, contractural obligations and reputation.

123. These harms by the Defendant Frederick and threatened harms by the Defendant Frederick;, are irreparable in nature, such that no remedy at law will afford the Plaintiff adequate relief.

WHEREFORE, the Plaintiff prays that this Honorable Court:

A. Enjoin Defendant Frederic Frederick to specifically perform upon his contract and illustrate the *Deed Overlap* and *Northern Title line deviation* a.k.a. the *swamp* and any/all areas of occupation, deed overlap, gaps and gores in relation to the *April 6th survey* performed as agent of Plaintiff, owing a duty thereto;

B. Send notice to the Maryland Department of Labor Licensing and Regulation that Frederic Frederick has breached his fiduciary duty and is negligent in his practice;

C. Award the Plaintiff actual damages against the Defendant Frederic Frederick in an amount in excess of $75,000;

D. Award the Plaintiff legal fees against the Defendant Frederic Frederick for the prosecution of this Claim; and

E. Grant such other and further relief as the interests of justice may require.

COUNT VII - MALPRACTICE IN LAND SURVEYING

124. Plaintiff incorporates and re-alleges the allegations of all preceding paragraphs as if fully set forth herein.

125. Plaintiff and Frederic Frederick had a professional relationship in which Frederick as a professional land surveyor owed Plaintiff a duty and care in his service thereof.
126. Frederic Frederick unequivocally refused to illustrate the *Deed Overlap* and *Northern Title line deviation* a.k.a. the *swamp* as well as other areas of occupation, deed overlap and gaps he himself admitted existed and COMAR requires by law as a minimum standard of care.
127. Frederic Frederick's negligence (or worse) directly caused the injuries to Plaintiff by encouraging a deranged neighbor Estes and wife to engage in vexatious suits, the government and courts to treat Plaintiff as crazy, the loss of use of the Little Antietam Creek that Plaintiff has enjoyed since a boy, with precious memories thereof, as well as economic/sociological/emotional/financial damages, losses and harms.
128. But for Frederic Frederick's negligence Plaintiff would not have been charged criminally by his neighbor, sued by his neighbor for trespass, lost his standing in the community or estranged from his family.
129. In consequence thereof, the Plaintiff has suffered and will continue to suffer damages and other harms.
130. Defendant Frederic Frederick, has caused Plaintiff to incur additional legal fees in the cost of litigation of his legal rights, business relationships, contractural obligations and reputation.
131. These harms by the Defendant Frederick and threatened harms by the Defendant Frederick;, are irreparable in nature, such that no remedy at law will afford the Plaintiff adequate relief.

WHEREFORE, the Plaintiff prays that this Honorable Court:

A. Permanently enjoin Defendant Frederic Frederick from Certification of Land surveys and plats;

B. Send notice to the Maryland Department of Labor, Licensing and Regulation that Frederic Frederick has breached his fiduciary duty and is negligent in his practice;

C. Award the Plaintiff actual damages against the Defendant Frederic Frederick in an amount in excess of $75,000;

D. Award the Plaintiff legal fees against the Defendant Frederic Frederick for the prosecution of this Claim; and

E. Grant such other and further relief as the interests of justice may require.

COUNT VIII - INTENTIONAL INFLICTION OF SEVERE EMOTIONAL DISTRESS

132. Plaintiff incorporates and re-alleges the allegations of all preceding paragraphs as if fully set forth herein.

133. That Defendant(s), Frederick, Benjamin and Lisa Estes (by agreement) have acted intentionally, fraudulently and recklessly to inflict severe emotional harm, injury and distress on Plaintiff.

134. The Defendant(s), Frederick, Benjamin and Lisa Estes conduct in fraud, perjury, misrepresentations and concealment is so outrageous in character, and so extreme in degree, as to go beyond all possible bounds of decency, and to be regarded as atrocious, and utterly intolerable in a civilized community.

135. At least 2 dozen average members of the community, upon learning of the facts alleged by plaintiff would exclaim "outrageous!"

136. Defendant(s), Frederick, Benjamin and Lisa Estes conduct reflected a calculated plan to cause plaintiff emotional harm and was in retaliation for Plaintiff's exposing

misrepresentations and fraud by his agent Frederic Frederick , neighbors and their agents, whom continue to conceal the misrepresentations and fraud.

137. Plaintiff's and/or his families emotional distress suffered was medically diagnosable, well documented and significant; requiring medical treatment.

138. In consequence thereof, the Plaintiff has suffered and will continue to suffer damages and other harms.

139. The Defendant(s), Frederick, Benjamin and Lisa Estes have caused the Plaintiff to incur additional legal fees in the cost of litigation of his legal rights, business relationships, contractural obligations and reputation.

140. These harms by the Defendant(s), Frederick, Benjamin and Lisa Estes and threatened harms by the Defendant(s), Frederick, Benjamin and Lisa Estes;, are irreparable in nature, such that no remedy at law will afford the Plaintiff adequate relief.

WHEREFORE, the Plaintiff prays that this Honorable Court:

A. Permanently enjoin Defendant(s), Frederick, Benjamin and Lisa Estes from intentional infliction of emotional injury of Plaintiff and/or his family;

B. Award the Plaintiff actual damages against the Defendant(s), Frederick, Benjamin and Lisa Estes jointly and severable in an amount in excess of $75,000;

C. Award the Plaintiff legal fees against the Defendant(s), Frederick, Benjamin and Lisa Estes jointly and severable for the prosecution of this Claim; and

D. Grant such other and further relief as the interests of justice may require.

COUNT IX - UNJUST ENRICHMENT

141. Plaintiff incorporates and re-alleges the allegations of all preceding paragraphs as if fully set forth herein.

142. The Plaintiff was licensee of Uncle Eddies's property neighboring Benjamin and Lisa Estes, Frederick surveyed the property of Estes and Frederick enjoyed a close friendship with Estes father Dana Estes; as such Plaintiff, Uncle Eddies, Frederick, Benjamin and Lisa Estes all had a close relationship.

143. Plaintiff relied upon Frederick to conduct survey work in accordance with minimum standards and inform him any Deed overlaps.

144. Plaintiff expected Estes to pay good consideration for any land he may wish to acquire title to outside of Estes legal title by deed.

145. Defendant(s), Frederick, Benjamin and Lisa Estes' fraudulent concealment resulted in Estes acquiring land outside of his title without payment of good and valuable consideration of same, thus Estes was unjustly enriched at the expense and detriment of Plaintiff's good reputation, family and business relationships.

146. In consequence thereof the Plaintiff has suffered and will continue to suffer damages and other harms.

147. The Defendant(s), Frederick, Benjamin and Lisa Estes have caused the Plaintiff to incur additional legal fees in the cost of litigation of his legal rights and reputation.

148. These harms by the Defendant(s), Frederick, Benjamin and Lisa Estes and threatened harms by the Defendant(s), Frederick, Benjamin and Lisa Estes, are irreparable in nature, such that no remedy at law will afford the Plaintiff adequate relief.

WHEREFORE, the Plaintiff pray that this Honorable Court:

A. Permanently enjoin the Defendant(s), Estes from further unjust enrichment and return the *swamp* to its rightful owner, thus restoring Plaintiff's good reputation, family and business relationships;

B. Award Plaintiff actual damages against the Defendant Estes of $5 to recognize the tort;

C. Award the Plaintiff legal fees against the Defendant Estes for the prosecution of this Claim; and

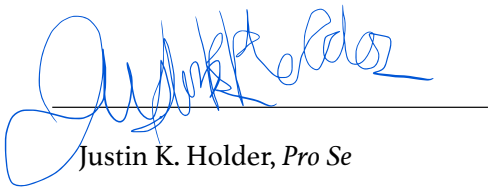
D. Grant such other further relief as the interests of justice may require.

Respectfully submitted,

Justin K. Holder, *Pro Se*
308 West Chapline Street
Sharpsburg, Maryland 21782
(240) 356-2008

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a jury trial for all matters triable by jury in this matter.



Justin K. Holder, *Pro Se*

IN THE CIRCUIT COURT OF MARYLAND FOR WASHINGTON COUNTY

JUSTIN K. HOLDER	*	
	*	
Plaintiff	*	
	*	
v.	*	CASE NO.: C-21-CV-000036
	*	
FREDERIC MARK FREDERICK, *et al*.,	*	
	*	
	*	
Defendant(s)	*	
	*	
	*	

* *

SECOND AMENDED COMPLAINT FOR, INJUNCTIVE RELIEF AND DAMAGES

Plaintiff Justin Kyle Holder ("Mr. Holder"), in proper person, hereby files this Second Amended Complaint against Defendants: Town of Keedysville, Frederic Mark Frederick, Benjamin N. Estes and Lisa S. Estes; and Interested Parties: Frederick, Siebert and Associates, Inc.; Deena A. Holder and Uncle Eddies brokedown palace LLC, and in support thereof alleges as follows:

PARTIES, JURISDICTION AND VENUE

1. Plaintiff, Justin Kyle Holder, is an adult resident of Washington County, Maryland. Mr. Holder receives his mail at 308 West Chapline Street, Sharpsburg, Maryland 21782. Mr. Holder pays property taxes to the Town of Keedysville, for his land that he occupies, and possesses openly, notoriously, continuously, exclusively, and under an unchallenged and superior claim to title, located partly within the corporate limits of the Town of Keedysville, Maryland. Mr. Holder also has a business interest in the district of Keedysville, Maryland, and holds a bare license to lawfully occupy and possess land in and around a subdivision commonly known as Stonecrest circle, at or near other property commonly known as 30 Antietam Drive, in Keedysville, Maryland.

2. Defendants, Benjamin & Lisa Estes (“Estes”) are a married couple and adult residents of Washington County, Maryland.
3. Interested Party, Frederick, Siebert and Associates, Inc., (“FSA”) is a Maryland corporate entity that conducts Engineering business in Washington County, Maryland.
4. Defendant, Frederic Mark Frederick (“Frederick”) is a licensed land surveyor in the State of Maryland who transacts and conducts business in Washington County, Maryland. The FSA website has listed Frederick as the President of FSA at all times relevant to this complaint, and Frederick was agent, servant and employee of FSA. This action concerns various disputes that have arisen in Washington County, Maryland.
5. Interested Party, John Dowling, Esq., (“Dowling”) is a professional land surveyor with an office in Annapolis, Maryland who transacts and conducts business in conjunction with occurrences in Washington County, Maryland. Moreover Dowling as agent of Estes has been intimately involved in the conduct of Estes and Frederick, and may have a claimed right and interest to protect relative to the facts placed herein.
6. Uncle Eddies brokedown palace LLC is a New Mexico LLC (sometimes herein referred to as “Uncle Eddies”) which owns real property in Washington County, Maryland whose rights and interest could be effected by the adjudications of certain matters set forth herein. Moreover, Uncle Eddies owns property generally described as a peninsula, situated at the end of Antietam Dr in Keedysville, Maryland, bordered by the “Waters of the State” commonly known as “Little Antietam Creek" on three sides and bordered by an “abandoned” railroad line on the south side, (“Uncle Eddies’ property”).
7. Deena Holder (“Mrs. Holder”) owns real property in Washington County, Maryland and her rights and interest could be effected by the adjudications of certain matters set

forth herein. Moreover, Deena Holder is Plaintiff's wife and mother of Plaintiff's children all of whom have been severely injured by the intentional acts of Defendant(s) as set forth herein. Mrs. Holder owns property bordering Uncle Eddies' property that is not adjacent to, or near property owned by Estes, ("Mrs. Holder's property"). Instead Mrs. Holder's properties sit on a bluff, high above the "Little Antietam Creek".

8. Defendant, Mayor and Council of Keedysville Corporation, *a.k.a.* The Town of Keedysville ("Keedysville" or the "Town") is a municipal corporation in Washington County, Maryland.

9. Jurisdiction and venue are appropriate in Washington County, Maryland.

10. This Court has jurisdiction over the Defendants pursuant to MD. CODE ANN. CTS & JUD. PROC. §1-501, §6-102 and §6-103.

11. This Court has jurisdiction over the cause of action pursuant to MD. CODE ANN. CTS & JUD. PROC. §3-403.

12. This Court is the proper venue pursuant to MD. CODE ANN. CTS & JUD. PROC. §6-201 because all residents reside, or conduct and carry on business in Washington County.

13. Subject matter jurisdiction in and over this case is founded, in part, upon the Maryland Uniform Declaratory Judgement Act, Title III, Subtitle IV, CTs. & JUD. PROC. ART., *Annot. Code of MD* (the "ACT").

14. Jurisdiction is proper in the State of Maryland under MD. CODE ANN. CTS. & JUD. PROC. § 6-103 because all Defendants transact business in this State.

15. Venue is proper in the Circuit Court for Washington County, Maryland pursuant to MD. CODE ANN. CTS. & JUD. PROC. § 6-201 and 6-202 because Defendants carry on

regular business in Washington County and because Mr. Holder's claim arose from acts or conduct that occurred in Washington County, Maryland.

A NOTE ON THE RIGHTS OF THE PARTIES

16. On April 25th 2023, this court ruled, that Frederick and/or FSA was bound by contract with Uncle Eddies, owing a duty thereto and acting as agent thereof, when performing an April 2018 survey and an April 2019 Plat (the "survey contracts") recorded at folio 10955 among the Plat records of Washington County, Maryland, ("Plat 10955").
17. Mr. Holder originally filed suit directly against Frederick, alleging that Frederick owed a duty to Mr. Holder when Frederick performed survey work in 2018 and thereafter, and this court may revise its April 25, 2023 ruling until 30 days after final judgement.
18. Prior to April 25th 2023, Plaintiff relied on the representations Frederick made on June 11, 2021, wherein Frederick represented under oath that Mr. Holder was his client when performing the April 2018 survey that is subject of this instant complaint.
19. On June 11, 2021 Frederick also represented that the property description he wrote was done for Olde Town Title, and he provided his work directly to Olde Towne title.
20. Mr. Holder never requested Frederick make changes to the boundary lines of Uncle Eddies' property that transfer land to Estes, or waive Uncle Eddies' rights to claim land.
21. If Mr. Holder did request that Frederick transfer land to Estes, or waive Uncle Eddies' claim to land, then Mr. Holder could not be acting in the interest of Uncle Eddies, and would be acting in the interest of Estes, and/or Frederick.
22. Mr. Holder paid Frederick directly, and presumed that Frederick was working directly for him, and advising him on the land that he held a bare license to occupy.

23. It is not unreasonable for a license of land to obtain a survey of the land, prior to their occupation and use, in order to accurately understand the limits of the property.
24. On April 25, 2023, Frederick, by and through counsel, represented in open court that Frederick was working for Uncle Eddies directly, and never had a contract with Mr. Holder, which is untrue, and in direct contrast of Fredericks' February 13, 2020 letter.
25. Mr. Holder disagreed with Frederick, and further raised the issue that Estes continues to argue, being that Uncle Eddies has been dissolved by final order of the circuit court in **Case C-21-CV-20-371**, *Young v Holder*.
26. The judge ruled that Mr. Holder was mistaken, Uncle Eddies had not been dissolved.
27. Nevertheless this courts ruling are subject to its revisory power, and Estes relies upon final orders in the other litigation.
28. With all due respect to judge Nikalas, Mr. Holder agrees that judge Nikalas made a sound legal analysis, however the parties appear to be stuck, as Estes has alleged, with judge Wilkinson's final order that Uncle Eddies has been dissolved.
29. The issue of Uncle Eddies dissolution has been adequately briefed in the Appellate Court of Maryland, which will hear the matter in its November 2023 session.
30. If the Appellate Court affirms judge Wilkinson's final orders, this court must revise its April 25, 2023 ruling, and Mr. Holder will be required to further amend his pleadings.
31. Until this court revises it rulings, Mr. Holder must obey the law of this court in his pleading, and proceed insomuch Uncle Eddies is a New Mexico LLC in good standing, and lawfully registered to conduct business in the State of Maryland.
32. Mr. Holder has further discovered that Frederick entered into a contract with Estes on or around the year 2016, whereupon Frederick was hired by Estes, and acts as Estes'

agent above and beyond his contractual duties, furthering the property and/or personal interest of Estes to this very day.

33. Estes' property description and interest, were in direct conflict to the property description of Mr. Holder and/or Uncle Eddies, because as discussed *infra*, a Deed Overlap existed in those two property descriptions in 2018.

34. Frederick never alerted Mr. Holder or Uncle Eddies to the conflict that existed between the property interest of Estes and Uncle Eddies when performing his work in the survey contracts, and instead concealed the Deed Overlap and conflict from Mr. Holder.

35. Alternatively, Frederick was Estes' agent, or conspiring with Estes when he concealed the Deed Overlap from Mr. Holder when performing the survey contracts.

36. Providing a property description consistent with Estes' property interest to Olde Town title served to promote the property interest of Estes, conceal the prior mistakes of Frederick, both to the detriment of Uncle Eddies and Mr. Holder.

37. But for Frederick providing the property descriptions to Olde Towne title consistent with the property interest of Estes in 2018, judge Wilkinson would not be able to find that Uncle Eddies had waived its right to the Deed Overlap in **Case C-21-CV-20-430.**

38. Mr. Holder originally filed suit directly against Estes, alleging that Estes was Fredericks' master when Frederick performed survey work in 2018 and thereafter, and this court may revise its April 25, 2023 ruling until 30 days after final judgement.

FACTS COMMON TO ALL COUNTS

39. Mr. Holder incorporates by reference the allegations set forth in the preceding paragraphs of this Complaint as if fully stated herein.

THE CONTRACTS, BUSINESS RELATIONS AND/OR PROSPECTIVE ADVANTAGE

40. Mr. Holder enlisted the expert services of FSA (by and through agent Frederick) to produce property descriptions of the gap of land owned by Uncle Eddies to the west of Estes, (the "gap"); to plot 2 deeds in the Estes chain; and to produce a property description of the Deed Overlap between Uncle Eddies and Estes, (the "property descriptions").

41. Mr. Holder had a contract with FSA (by and through agent Frederick) in which FSA (by and through agent Frederick) owed Mr. Holder a duty to competently produce the property descriptions (and 2 deed plottings) before they would be needed for a trespass trial involving Estes.

42. All precedent conditions for the property descriptions contract were met by Mr. Holder and FSA (by and through agent Frederick) failed to produce the property descriptions prior to the Estes trespass trial, breaching its contract with Mr. Holder to produce the property descriptions.

43. Mr. Holder manages Uncle Eddies' property depicted on Plat 10955 in exchange for a license to use Uncle Eddies' property as his own, (the "bare license").

44. Beginning in April 2018, Mr. Holder enjoyed the bare license by placing overseas containers thereon Uncle Eddies' property, using it as campground and venue to hold events and music festivals.

45. The Town of Keedysville Charter (the "Town Charter") as listed on the Town's website under the heading "WATER AND SEWERS" at § 76. "Powers of town" states:

> "The town may: (l) Construct operate and maintain a water system and water plant. (2) **Construct, operate and maintain a sanitary sewerage system** and a sewage treatment plant. (3) Construct, operate, and maintain a storm water drainage system and storm water sewers. (4) Construct, maintain,

reconstruct, enlarge, alter, repair, improve, or dispose of all parts, installations, and structures of the above plants and systems.(5) **Have surveys, plans, specifications, and estimates made for any of the above plants and systems or parts thereof or the extension thereof.** (6) Do all things it deems necessary for the efficient operation and maintenance of the above plants and systems. (7) Make a charge, the amount to be determined by the Council for each connection made to the town's water or sewer system, and to assess appropriate charges for water usages and rates. Said fees and charges may be revised and/or changed from year to year and shall be established with the provisions of the applicable provisions of the Annotated Code of Maryland. (8) To promulgate any rules or regulations and pass any ordinances pertaining to the operation, maintenance and control of any water or sewage drainage systems or any other related matters. (9) Contract with any party or parties inside or outside the town to obtain water or to provide for the removal of sewage. (10) To establish a waterboard and/or other commission to manage the water system and/or department. (11) **The town has all other powers not enumerated herein pertaining to water and sewer provided by the laws of the State of Maryland**.";

and § 77. "Entering on county public ways" states:

"**The town may enter upon or do construction in, on, or over any county public way for the purpose of installing or repairing any equipment or doing any other things necessary, to establish, operate, and maintain the water system, water plant, sanitary sewerage system**, sewage treatment plant, or storm water sewers provided for in this charter. Unless required by the county, the town need not obtain any permit or pay any charge for these operations, but it must notify the county of its intent to enter on the public way and must leave the public way in a condition not inferior to that existing before."

46. The Town and/or Washington County government is unable to provide any agreement which delegate the authority to construct, operate or maintain a sewer to the County.

47. Alternatively, the County may act as subcontractor, and/or agent to the Town, by operating and/or maintaining a sewer system in the Town of Keedysville, Maryland.

48. The Town of Keedysville charged a $125 water tax to all property owners, when the Town installed its water system in the late 1950's.

49. The Town maintains a "water book" public record in Town hall. The "water book" lists *inter alia* property owners whom DID NOT pay the $125 water tax.

50. Mrs. Holder's property or her predecessors are not listed in the "water book" as owing the $125 water tax.
51. Mrs. Holder's predecessor purchased Mrs. Holder's property in 1964, from an estate; and all taxes and liens, including the $125 water tax levied on Mrs. Holder's property were paid in full when the estate sold Mrs. Holder's property to her predecessor in 1964, and when Mrs. Holder purchased her property.
52. In 1998, the Town of Keedysville passed legislation described as a mandatory water hookup ordinance, requiring all properties in Town to connect to the water system, with no exceptions to this Ordinance, (the "legally" required connection).
53. In 2005, the Town approved a subdivision just south of Uncle Eddies' and Mrs. Holder's property designated as "Stonecrest".
54. In 2005, the "Stonecrest" developer installed and charged a water main line abutting Mrs. Holder's property, and Mrs. Holder's property could be easily connected to the water system, (the "feasibly" available connection).
55. The Town represented to the United States Department of Agriculture, that all properties in Town that could be legally and feasibly connected to the water system, were in fact connected thereto, in order to obtain millions of dollars in low cost loans.
56. In the late 1980's the United States Department of Housing and Urban Development provided community development block grants to cover the connection fees to the sewer system for all properties in the municipality of Keedysville, Maryland.
57. During the installation of the sewer system in the late 1980's it was represented to the residents of Keedysville, Maryland that all properties must be connected to the sewer, because it was the law, a condition of receiving State and Federal grant money, and the

cost of acquiring easements, if necessary, would be absorbed by the users of the system equally.

58. MD. Environment Code Ann. § 9-659 states: "The sanitary commission ***shall* connect the water system or sewerage system to any parcel**; (i) Whose owner requests the connection; (ii) That does not abut a way in which a water pipe or sewer pipe is laid" and MD. Environment Code Ann. § 9-661 states: "(a)(1) During construction of a water line or a sewer line, the sanitary commission, at its own expense, ***shall* construct a connector to the property line of each parcel that abuts the way in which the water line or sewer line is laid**", (the "mandatory utilities").

59. Mr. Holder entered into agreement with Mrs. Holder, licensing him the entire property rights in property titled in Mrs. Holder's individual name, in exchange for (but not limited to) *inter alia* his management of subcontractors whom perform site work, making of improvements, design of renovations to existing homes, and his time in coordinating or investigating the installation of mandatory utilities to existing homes, regarding property titled in Mrs. Holder's individual name; with Mrs. Holder to receive the economic benefit of Mr. Holder's management of property titled in Mrs. Holder's individual name in which she holds said option, (the "management agreement").

60. The management agreement was valued at 3/4's of a million dollars over a 6 year period based on fair market rent and construction cost of homes in 2019. Mr. Holder would stand to receive 10-15% of the total contract dependent upon his performance. Since 2019, the cost of construction of homes has increased by roughly 20-25%, fair market rent has increased 30% and the cost to borrow money has doubled.

61. The Town of Keedysville' 2009 Comprehensive Plan posted on its website, represents at Chapter 9 that Uncle Eddies' and Mrs. Holder's property are included in the existing "w1" water and "s1" sewer "service areas" of the Town as depicted on the "Water & Sewer Service Areas Map" and further represents that "**Keedysville has no septic systems within its sewer system**", (the "2009 Comp Plan representations").

62. Despite the 2009 Comp Plan representations, on January 23rd 2020, Mayor Kenneth Lord confessed that:

> "The Town of Keedysville is in the process of designing plans to provide water and sewer service to" Mrs. Holder's property and "These properties were in existence long before mandatory water and sewer service were installed to the rest of the Town. The reason that the services were not initially installed is unknown. Added to this, the properties, which currently **are using aging septic systems**, sit on a bluff just above Little Antietam Creek", (Mayor Lord representing the Town is the "utilities developer"); and
>
> "The Town has worked with Frederick, Siebert & Associates to design plans for a waterlines extension to" Mrs. Holder's property and "the property owners [by and through manager Justin Holder] have worked with Frederick, Siebert, in conjunction with…the Town, to design plans…" and provide easements across their properties, (explaining the "Utilities relationship").

63. The Utilities relationship was a mutual understanding of the advantage to provide easement and access to the Town of Keedysville, Maryland, so the Town, as utilities developer, could install water and sewer service to Mrs. Holder's existing properties in accordance with the 2009 Comp Plan representations.

64. Since at least 1988, the Town has represented to the State and Federal government that Mrs. Holder's properties are connected to the water and sewer.

65. The Town lacks any rational basis NOT to install mandatory utilities.

66. Mr. or Mrs. Holder, nor Uncle Eddies has authority to decline mandatory utilities.

67. FSA (by and through agent Frederick) began work designing the mandatory utilities in accordance with the Town Charter for the Town, as utilities developer, in late 2017.
68. Plaintiff discovered through investigation conducted during 2021, that in 2017, Frederick discussed with the Town, cloudy or inaccurate title lines on Uncle Eddies' and Mrs. Holder's property depicted on Plat 10955, but did not disclose that to Mr. Holder
69. In 2017, Frederick also reviewed a deed for property known as 25 Antietam Drive, Keedysville, Maryland which included a precise location for an express right of way appurtenant to Mrs. Holder's and Uncle Eddies' property, (the "wagon road") which Frederick highlighted on said deed.
70. It was also discovered in 2021 Frederick was aware of a 1937 Washington County Road Atlas, (the "1937 Atlas") that Frederick represented he consulted regularly, to locate access to properties he surveyed.
71. The 1937 Atlas depicts a public road right of way abutting Mrs. Holder's, and Uncle Eddies' property designated as "County road 19-06".
72. Additionally, during his 2022 investigation, Mr. Holder discovered Antietam Drive was maintained by the Town for decades, extending from Main Street to Mrs. Holder's and Uncle Eddies' property, and public records, including State Highway maps the Town keeps in its possession, dated 1993 and based off 1989 photography, depict Antietam Drive as a Public way from Main Street to Mrs. Holder's and Uncle Eddies' property well north of the "abandoned" railroad.
73. Looking at the 1937 Atlas, most of Antietam Drive, the wagon road and County road 19-06, all appear to be part of the same public way, (the "available easements").

74. FSA (by and through agent Frederick) was aware of the Utilities relationship because it (by and through agent Frederick) was intimately involved in designing the mandatory utilities for the Town of Keedysville, as utilities developer, in accordance with the Town Charter § 76.
75. Indeed, the drawing Frederick produced to locate a sewer line to Mrs. Holder and Uncle Eddies' properties expressly states Town of Keedysville is the client.
76. Mr. Holder and/or Mrs. Holder were not parties to Town of Keedysville's contract, as the utility developers, with FSA (by and through agent Frederick) or FSA's (by and through agent Frederick) survey contracts with Uncle Eddies, according to Frederick.
77. FSA (by and through agent Frederick) was aware of the management agreement as soon as December 2018, when Mr. Holder began discussions with FSA (by and through agent Frederick) to locate easements the Town of Keedysville required, as utilities developer, in accordance with the Utilities relationship, for the Town to design and engineer mandatory utilities to Mrs. Holder's property, depicted on Plat 10955.
78. In fact, the primary purpose of Plat 10955 was to locate an easement to install mandatory utilities in accordance with the Utilities relationship, a lot line reconfiguration incorporating Fredericks' property description was a derivative.
79. The Town of Keedysville and/or Washington County government(s) are unable to produce any ordinance, law, public act, or other public document that abandons, extinguishes or otherwise terminated the public's rights in the available easements.
80. The Town of Keedysville and/or Washington County government(s), were intentionally and maliciously misinformed by FSA (by and through agent Frederick) that at least part

of Antietam Drive is NOT a Public way in which mandatory utilities could be laid, and the available easements did not exist.

81. FSA (by and through agent Frederick) holds a position of public trust wherein the public relies on the accurate representations of FSA (by and through agent Frederick).

82. FSA's (by and through agent Frederick) concealment of the available easements was unlawful and committed with the improper purpose to cause, and/or reckless disregard that his conduct would result in, damage to the Utilities relationship and management agreement.

83. FSA (by and through agent Frederick) had no legitimate business purpose to conceal the available easements and did so without any justification, resulting in actual and consequential damages to Plaintiff and family.

84. Estes was aware of the management agreement as soon as an October 2018 Town of Keedysville, Maryland Planning and Zoning meeting, (the "2018 P & Z meeting") Estes attended.

85. Mr. Holder represented his duties under the management agreement to the Town of Keedysville, Maryland at the 2018 P & Z meeting and demonstrated his good faith in working with the Town, in the Town's role as utilities developer, in the Utilities relationship.

86. Estes voiced concern/displeasure/objection at the 2018 P & Z meeting that a home may be built, despite his clear knowledge Uncle Eddies' property was zoned suburban residential and zoned for that express purpose since 1998 at least.

87. The Town (by and through Planning member(s) Sarah Baker and Randy Burns, Vice Mayor Barry Levey, Administrator Richard Bishop, councilmen Mathew Hull, Judy

Kerns and Mayor Kenneth Lord; each and all in their individual and governmental capacities) represented at the 2018 P & Z meeting, and at other times, that despite their agent, FSA's (by and through agent Frederick) professional knowledge of the available easements, Mrs. Holder's property suffers from limited access and lacks any public way frontage.

88. When in fact State Highway Administration maps from 1993 and 2005, the Town maintains as public records, unambiguously depict Mrs. Holder's and Uncle Eddies' property abutted Antietam Dr., a public way for at least 80 feet, the minimum requirement by the Town.

89. FSA (by and through agent Frederick) and the Town insisted Plat 10955 be approved and signed expediently, so the Town, as utilities developer, could install the mandatory utilities, bringing the 2009 Comp Plan representations into agreement with the true state of affairs on the ground, the Town supplanting any inadvertent omissions to the State and Federal governments regarding same.

90. The expected benefits from the Utilities relationship would directly result in Mr. Holder receiving the full benefits and economic gain provided by the management agreement.

91. Mrs. Holder and her family were anxious to enjoy her property in Keedysville, Maryland, take advantage of low construction cost and interest rates, residing in newly renovated homes with the same access and utilities the Town represented were "existing" when she purchased.

92. After substantial investments, and by letter addressed to Mr. Holder, dated May 12th, 2020, Town of Keedysville (by and through the good word of Mayor, Ken Lord) offered

to further the Utilities relationship (or alternatively Mayor Lord had no authority to make such offer on behalf of the Town and induced Plaintiff by misrepresentation):

> "The Town will be providing labor and materials for the water line to your property line. As a Courtesy to you the Town will also provide labor to install the [sewer] line in the same trench as the water line. The piping for this section of the sewer line will need to be provided by you and be on site when the installation takes place." (the "offer"); and
>
> by providing "piping" "for this section of sewer line" when "installation took place" I accepted and entered into a binding agreement with the Town of Keedysville, (the "water contract").[1]

93. The Town, in agreement with Frederick, on May 29, 2020 gave the public notice of the water contract in an "Invitation to Bid," by expressly advertising its:

INVITATION TO BID

TOWN OF KEEDYSVILLE, MD
ANTIETAM DRIVE WATER AND SEWER LINE

The Town of Keedysville in Washington County, Maryland, will accept sealed bids for the construction of a new 8" DIP Water Line, and new 2" HDPE Water Line and new 1 ½" HDPE pressurized sewer force main. Bids will be received and time-stamped at Frederick Seibert and Associates, Inc. 128 S. Potomac Street, Hagerstown, MD 21740, until 4:00 P.M., Friday, May 29, 2020. Bids received after this time will be returned unopened.

The project work is generally described as grading, paving, trenching and the placement of new 8" DIP Water Line, new 2" HDPE Water Line, reconnection of existing service lines to the new Water Line, installation of new 1 ½" HDPE pressurized sewer force main line. All material for the sewer force main line will be provided by a third party. All work on this project shall be done in accordance with the Town of Keedysville Water Line specifications and Washington County Department of Water Quality Sewer Specifications.

[1] This water contract offer was made during the Covid 19 pandemic, wherein prices wildly fluctuated, and more likely than not Mayor Lord expected this contract to be under $10,000.

94. The Town also publicly provided answers to the bidders on the "Antietam Drive Water and Sewer Line" project, in response to questions asked by the bidders:

TOWN OF KEEDYSVILLE
"ANTIETAM DRIVE WATERLINE REPLACEMENT AND EXTENSION"

BIDDERS RESPONSE QUESTIONS AND ANSWERS

NOTES:

- FSA plans have also been updated June 3, 2020 attached herewith. DRA 8" waterline plans have not been changed
- Bids are due June 12th @ 11 A.M. at Keedysville Town Hall or emailed per bid instructions

Q6. Please confirm the Contractor is not responsible for third party testing.
A6. Town will provide periodic visual inspections. Contractor must perform hydrostatic pressure testing on all lines installed.

Q9. Please confirm the Town of Keedysville will provide all permits applicable for the construction of the water line extension and the Contractor is not required to obtain permits for water line and/or sewer force main connections, tap fees, street trenching permits etc.
A9. No permitting will be required for water system work, street trenching, or or 1 ½" HDPE Sewer Pressure line.

95. Frederick, as agent for the Town, instructed the bidders precisely in how to submit bids:

The project should be bid as one project but with separate bid numbers for each project and then the summation of the two projects is how it is planned to be awarded. The plans by Davis Renn (the 8" Water line replacement project) is Phase 1 of the project and the plans by FSA (small diameter water and sewer line extension project) is Phase 2 of the project. The Town will award as only one total project but they want Phase 1 done first or simultaneously with the other project.

This is the full set of plans (6 total pages) and a summation of materials by Core and Main (for example use only and not necessarily a certified quantity by the Town or the Engineer) along with a tag to the specifications for the Water and Sewer line.
https://fsainc.sharefile.com/d-s202ae67897a4cdda

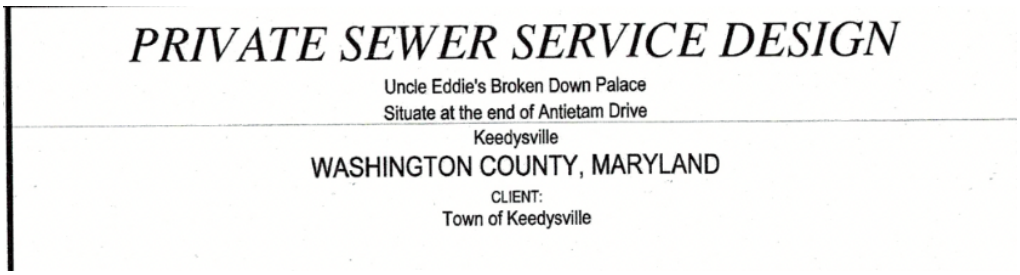
Sewer Specifications are found below:
https://www.washco-md.net/wp-content/uploads/dem-dwq-StdSpec.pdf

Water Specifications are found below:
https://keedysvillemd.com/government/keedysville-water-commission/

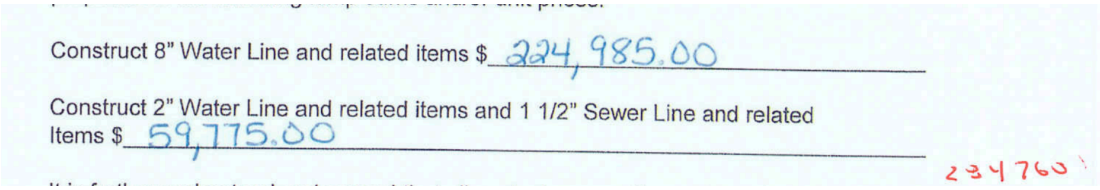
Please contact me if you have any questions.

Fred Frederick RLS, PE
President

96. The sewer line drawing in Fredericks' hyperlink in its instructions to the bidders unambiguously reflects that the Utility's developer was the Town of Keedysville:


PRIVATE SEWER SERVICE DESIGN
Uncle Eddie's Broken Down Palace
Situate at the end of Antietam Drive
Keedysville
WASHINGTON COUNTY, MARYLAND
CLIENT:
Town of Keedysville

97. The Town proceeded to perform on it obligations to Mr. Holder in accordance with the water contract, and agreed to pay the winning bidder to:


Construct 8" Water Line and related items $ 224,985.00

Construct 2" Water Line and related items and 1 1/2" Sewer Line and related Items $ 59,775.00

234760

98. In a Tuesday, August 4, 2020 1:09 PM public meeting, the Vice Mayor, and head of the Town water board, Barry Levey expressly confirmed:

> So the 65K for this extension is water and sewer. It's a win for the holders. I really want the holders to understand that we are paying for this. But will that, in some way admit wrong doing? I certainly hope not.

99. In an October 26, 2020 letter to Mr. Holder, Secretary of the Maryland Department of Environment, Ben Grumbles, wrote to Mr. Holder explaining:

> Based on a conversation with the Town Administrator, the water and sewer extensions are underway. Due to a technical routing issue experienced during construction, completion is currently delayed with an estimated completion by November 2020.

100. In the January 2021 Mayor and Council minutes the town memorialized a public discussion regarding the Town's desire:

> To repair and put in concrete by the outflow of the pond and install asphalt back to the railed. However, there may be a sewer line there, which could need to be dug up.

101. Mr. Holder relied on the Town's public representations that it still intended to perform on the water contract and install the sewer line, trusting the good word of the Mayor.

102. The "water contract" was valued at approximately $30,000 because the bid documents reflect the Town of Keedysville agreed to pay the winning bidder approximately $60,000 for the materials and "labor to install the [sewer] line in the same trench as the water line."

103. Indeed, the contractor that performed the work for the Town deducted $14,188 from the cost of the project when it did not install the sewer line, which according to the bid documents included materials, which would have cost at least $4,189, or more, according to the estimates from Core and Main.

104. The cost to dig a new trench if the sewer line was not installed in the same trench as the water line would include the additional cost of trenching, approximately $60,000, in today's market.

105. The Town, as utilities developer, did not install the sewer line in the same trench as the water line and Mr. Holder's expected benefit from the Utilities relationship was not realized, nor was the economic gain and/or benefit from the management agreement.

106. The Town owed Mr. Holder a duty to perform on the water contract and Mr. Holder performed all precedent conditions in order to receive the benefit of the water contract.

107. The Town of Keedysville, Maryland always intended to breach the water contract, unbeknownst to Mr and Mrs. Holder, whom both made repeated demands of the Town to specifically perform on the water contract.

108. The water contract is of great importance to the the health and safety of the public because Mrs. Holder's and Uncle Eddies' property is located in what is now designated wellhead protection area and/or tier one soil on the newly revised Washington County Comprehensive Plan.

109. Onsite sewage disposal would not be compatible with the designation of the property as wellhead protection and/or tier one soil.

110. Directly discharging raw sewage into the Little Antietam Creek would be equally harmful to the environment.

111. The County has not performed a triennial review of its Water and Sewerage Plan in the last 10 years, nor does the County have a Water and Sewerage plan that covers the 10 year period next following adoption.

112. There is a "public controversy" that is notoriously reported on by Mr. Holder in the Town minutes regarding this "environmental matter."

113. Alternatively, upon information and belief, Fredericks' induced unknown member(s) of the Town and/or County governments to believe that Mr. Holder was required to sign an agreement that would require him to provide easements across the property of others for building a sewer.

114. Mr. Holder is not required to acquire easements over the property of others because the public records of the Town of Keedysville sewer installation make clear that the public would obtain those easements, if the available easements could not be used.

115. Nevertheless, Mr. Holder acted in good faith upon the representations of his government and laid out great resource in protecting the available easements from the interference of other property owners.

116. Mr. Holder was certain the Town and County government would indemnify him for his time and trouble protecting the available easements, since the cost to obtain easements was to be born equally by all users in the sanitary district according to the law.

117. In either case, whether the Town arbitrarily and capriciously intended to breach the water contract, or Frederick tortiously interfered with the water contract, Mr. Holder performed all precedent conditions, or acted in good faith in protecting the available easements, so that after a proper judicial declaration, he could perform any additional conditions the Town had placed on the water contract that were allowed by law.

118. After several demands that the Town must specifically perform on the water contract, and various discussions related to those demands, the Town informed Mr. and Mrs. Holder that is would never specifically perform on the water contract in January of 2023.

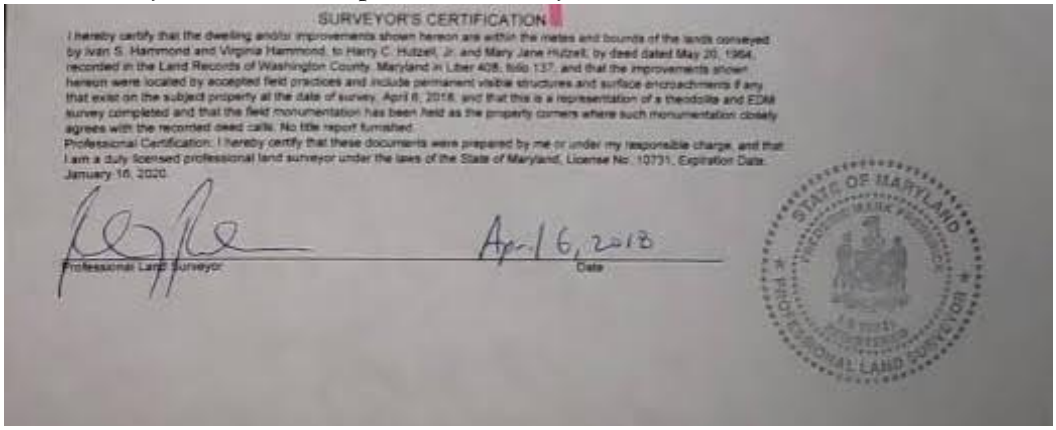
119. Mr. Holder's damages accrued when the Town refused to perform on its obligations under the water contract and this instant claim arose in January of 2023.

UNCLE EDDIES' CONCEALMENT BY AND THROUGH FREDERICK

120. Uncle Eddies owed a duty to Mr. Holder to correctly and accurately represent the boundaries of Uncle Eddies' property in which Mr. Holder enjoys bare license.

121. Uncle Eddies is bound by §4.8 of its Operating agreement, and New Mexico Statute § 53-19-18 to indemnify Mr. and Mrs. Holder "for judgments, settlements, penalties, fines or expenses incurred in a proceeding to which a person is a party because he is or was a member or manager and for advancement of expenses, including costs of defense, prior to final disposition of such proceeding."

122. On April 6th, 2018 Frederick (as agent of FSA) signed a survey certificate on a boundary survey he claims he performed as agent of Uncle Eddies, and owing the duty thereto, resulting in Uncle Eddies (by and through agent Frederick and/or FSA) representing to Justin Holder, and owing a duty thereto, that the title lines on the survey were the same title lines as described on deed recorded at Liber 408 folio 137 among the land records of Washington County, Maryland (the "Hutzell Deed") and Uncle Eddies property extended to the "Waters of the State" commonly known as the "Little Antietam Creek", said survey certificate incorporated herein by reference:


SURVEYOR'S CERTIFICATION

I hereby certify that the dwelling and/or improvements shown hereon are within the metes and bounds of the lands conveyed by Ivan S. Hammond and Virginia Hammond, to Harry C. Hutzell, Jr. and Mary Jane Hutzell, by deed dated May 20, 1964, recorded in the Land Records of Washington County, Maryland in Liber 408, folio 137, and that the improvements shown hereon were located by accepted field practices and include permanent visible structures and surface encroachments if any that exist on the subject property at the date of survey, April 6, 2018, and that this is a representation of a theodolite and EDM survey completed and that the field monumentation has been held as the property corners where such monumentation closely agrees with the recorded deed calls. No title report furnished.

Professional Certification: I hereby certify that these documents were prepared by me or under my responsible charge, and that I am a duly licensed professional land surveyor under the laws of the State of Maryland, License No. 10731, Expiration Date: January 16, 2020.

Professional Land Surveyor

Apr. 16, 2018
Date

STATE OF MARYLAND
PROFESSIONAL LAND SURVEYOR

(the "April 6th survey.")

123. The title lines depicted on the 3rd[2] through 5th lines of the *April 6th survey* deviated from the 3rd and 4th title lines on the *Hutzell Deed*, Frederick has admitted same in a *February 13th, 2020 letter* and Dowling has admitted same in a *March 18th 2022 deposition*, *see demonstrative overlay infra* as *April 6th survey* drawn in blue lines and *Hutzell Deed* drawn in black lines, incorporated herein by reference:

(the "Northern Title line Deviation.")

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[2] The 1st line being the line beginning in the Little Antietam Creek where said creek intersects the abandoned railroad right-of way on the eastern margin of property designated as Uncle Eddies brokedown palace LLC, said first line ending at point designated *561* in *demonstrative overlay supra*; thence down said creek for the 1st and 2nd lines; and the 3rd line being designated as the 3rd line north of the abandoned railroad on the eastern margin of property designated as Uncle Eddies brokedown palace LLC, said 3rd line beginning in the center margin of the Little Antietam Creek.

124. Frederick in writing a *February 13th, 2020 letter,* addressed to Mr. Holder, and owing a duty thereto Mr. Holder, first notified Plaintiff of the *Northern Title line Deviation* and explained the deviation as "That when we [FSA by and through Frederic Frederick and its agents] did that [1993 survey for Estes predecessor Richard Jolles (Mr. "Jolles")] and we crossed the creek onto your [Uncle Eddie's] side of the creek we found old evidence of a blazed tree and fence post and a fence line and it was our intent to try to follow what we believed was the intent of the old deed and thus **we held those old possession lines,**" (the "Frederick Northern 3 lines.")

125. Frederick has admitted under oath he has no personal knowledge of possession of the Jolles property in 1990, or 1993, because he was never physically present on the property to observe said "possession," an "Ex. fence line" or a "blazed tree," in 1990 or 1993.

126. The first time Frederick was physically present on Uncle Eddies' property was in 2018, when it set or found an iron rebar in the precise location that in 1990 or 1993 it drew the "blazed tree," (that never existed) on Estes' predecessors' survey.

127. Frederic Frederick declared via affidavit dated June 12, 2023, under oath of personal knowledge, that he showed Mr. Holder a "blazed tree" on April 3rd of 2018.

128. It is untrue that Frederick showed Mr. Holder a "blazed tree" on April 3rd of 2018, because there was not a "blazed tree" in existence, and Frederick set or found an iron pin in that precise location.

129. The *Frederick Northern 3 lines* which include 2 fencepost, a fence line and a blazed tree as monuments (the "new monuments") that were never used to describe the property of

Richard Jolles or his predecessor; or property on the *Hutzell Deed* prior to the 1990 survey for Ellis Remsburg, nor were the new monuments found in any other "public records" or "prior deeds" describing Estes and/or Uncle Eddies property prior to the 1990 survey for Ellis Remsburg, and 1993 Plat for Richard Jolles.

130. The land west of the 3rd and 4th lines of the *Hutzell Deed* and east of the *Frederick Northern 3 lines* generally enclose the *Northern title line deviation* that has been described as (a "Deed Overlap") by Frederick; (the "disputed property") by Estes; and a.k.a. (the "swamp")[3] by Plaintiff Holder and the Court in a December 15/16th 2022 trial.

131. *The Frederick Northern 3 lines* and the original 1st through 4th title lines on *Hutzell Deed* fall in the "Waters of the State" as defined in MD. Environment Code Ann. § 5-101(i)(5) and MD. Natural Resources Code Ann. § 8-101(g)(5) as the 100 year floodplain.

132. Frederick (as agent for FSA) wrote to Plaintiff in a Thu, Mar 19, 2020 at 9:42 AM email subject "Invoice for Justin Holder" putting Plaintiff on notice of Uncle Eddies' (by and through agent Frederick) intentional misrepresentations, fraud and/or worse, demanding: "Stop. Your interpretation of mistakes on FSA's part are TOTALLY WRONG. I told you before and I will say it one final time. DEED OVERLAPS DO OCCUR, ESPECIALLY IN OLDER DEEDS." and Uncle Eddies' (by and through agent Mr. Frederick) concealment of the *Deed Overlap* at the *Northern Title line Deviation* on the *April 6th Survey* was willful, malicious and intentional.

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[3] Estes has abandoned claims of adverse possession of the swamp, admitting in December 15th 2022 trial testimony he lied and had no personal knowledge of his predecessors use of the swamp.

133. Uncle Eddies' (by and through agent Frederick) acknowledged *"UNCLE EDDIES' CONCEALMENT BY AND THROUGH FREDERICK"* insomuch it allowed Plaintiff to believe Uncle Eddies owned to the Creek, Uncle Eddies' agent Frederick, testifying in an April 27th, 2021 deposition:

> "And, Mr. Holder, you may recall I met you out there, and showed you that you didn't own the creek as you go further **around the creek beyond Estes**. And you approached a neighbor and you were able to acquire that additional land from him **so you could own to the creek;**" confirming "Yes, that's what -- that's what you wanted and when I wrote that description, we followed the creek;" explaining "when he was looking for something that would -- you know, in his opinion, he always, I guess, thought he went to the creek," (Uncle Eddies "owns to the creek");

because that is what Uncle Eddies' (by and through agent Frederick and/or FSA) represented to Plaintiff when performing its duty thereto and Plaintiff relied on the representations that Uncle Eddies "owns to the creek" when exercising his bare license.

134. Moreover, when Mr. Holder met Frederick on Uncle Eddies' property it was clear that Estes maintained no trespass signs on the east bank of the"Waters of the State" known as the "Little Antietam Creek", delineating Estes' possession as on the east side of the "Waters of the State" known as the "Little Antietam Creek", Estes mowing and maintaining the land on the east side of the "Waters of the State" known as the "Little Antietam Creek"; and the west side of the "Waters of the State" known as the "Little Antietam Creek" were not mowed, but improved with fencing nailed to trees out of convenience, with holes in the fence and trails to the creek bank clearly visible on Uncle Eddies' property.

135. Mr. Holder had no reason to believe anything other than Uncle Eddies' (by and through agent Frederick) representations were entirely accurate, lawful and consistent with the operative facts of possession on the ground at the time, when looking at Uncle Eddies' property, clearly Uncle Eddies "owned to the creek".

136. Plaintiff with some knowledge of the law related to "Waters of the State" relied on Uncle Eddies' (by and through agent Frederick) *April 6th survey* and intentional and malicious concealment of a *Northern Title line deviation* with no actual or constructive knowledge discoverable as a reasonably prudent person of a *Northern Title line deviation* when assuming that the acquisition of Keedysville Tax Map 721 parcel 414 from Bryan Curtis Smith did allow Uncle Eddies to "own to the creek."

137. Mr. Holder relied on Uncle Eddies' (by and through Frederick) misrepresentation to his detriment.

138. The *new monuments* used to describe the *Frederick Northern 3 lines* still fall into the 100 year floodplain and "Waters of the State", thus in either case "UNCLE EDDIES' CONCEALMENT BY AND THROUGH FREDERICK" convinced Plaintiff that Uncle Eddies "owned to the creek" and that Frederick's (as agent of FSA) *April 6th survey* work accurately represented the *Hutzell Deed* title lines in the "Waters of the State."

139. Since 2018 each and every deed in the land records describing what is now Uncle Eddies' property, was touched by Fredericks' new description it provided to Olde Town title that changed the property lines from the *Hutzell Deed* title lines to the *Frederick Northern 3 lines.*

140. Mr. Holder relied on said representations to his detriment, he was sued[4] and prosecuted criminally, by Estes, for an alleged intentional trespass, Estes claiming "at the time of these events Mr. Holder was well aware that he did not have any colorable claim of right to the land that he entered on Mr. Estes [*sic*] Property", despite Estes's clear and unambiguous knowledge to the contrary.

141. Mr. Holder was seized of his liberty to enter any of Uncle Eddie's or Mrs. Holder's property for a period of almost 9 months (interfering directly with the Utilities relationship and management agreement), as a direct result of Estes' and their conspirators, malicious prosecution and/or abuse of process.

142. Mr. Holder was forced into litigation with 3rd parties in and around "Stonecrest" in defense of the available easements and/or Estes lawsuits and malicious criminal prosecutions, to prove that a stone monument at the beginning of the 4th line on deed NN520[5] was located 25 feet west of Frederick's iron pin set in 1988.

143. Mr. Holder was successful in the 3rd party litigation in the location of the stone monument being the correct title line and Frederick's iron pin being 25 feet too far east.

144. Mr. Holder would not have been required to litigate with the 3rd parties in and around "Stonecrest" but for Uncle Eddies (by and through agent Frederick) continued

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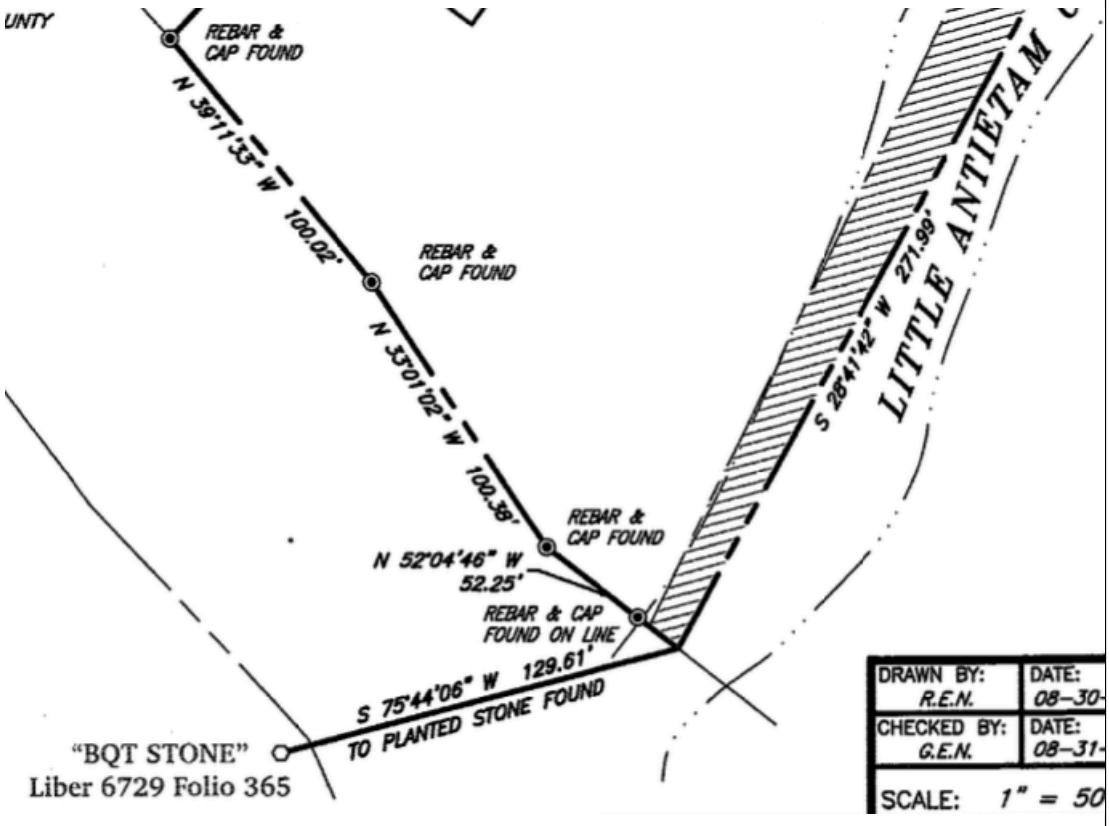
[4] Estes also sued Plaintiff's wife, Mrs. Holder, alleging "aiding and abetting", the alleged trespass.

[5] Deed dated Sept. 10th 1832 and recorded at Liber N. N. folio 520, among the land records of Washington County, Maryland, originally created the title lines on the east side of Uncle Eddies' property. The 5th through 8th lines on deed NN520 being identical to the 1st through 4th lines on the *Hutzell deed*. The NN520 deed specifically describes the 3rd line as running "to a stone standing at the end of the line of Felfoot Enlarged, thence, [for the forth line] North seventy seven degrees East eight perches *to Little Antietam Creek*, thence down said creek the nine following courses…". Locating the stone monument at the beginning of the 4th line of NN520 is material to the defense.

concealment of the *Deed overlap* and Frederick's *new monuments* without any justification to do so.

145. Mr. Holder would not have been required to litigate with the 3rd parties in and around "Stonecrest" but for Uncle Eddies (by and through agent Frederick's conspirator Estes') bad faith in opposition of Mr. Holder's Bill *Quia Timet* and further continued concealment of the *Deed overlap* and Frederick's *new monuments* without any justification to do so.



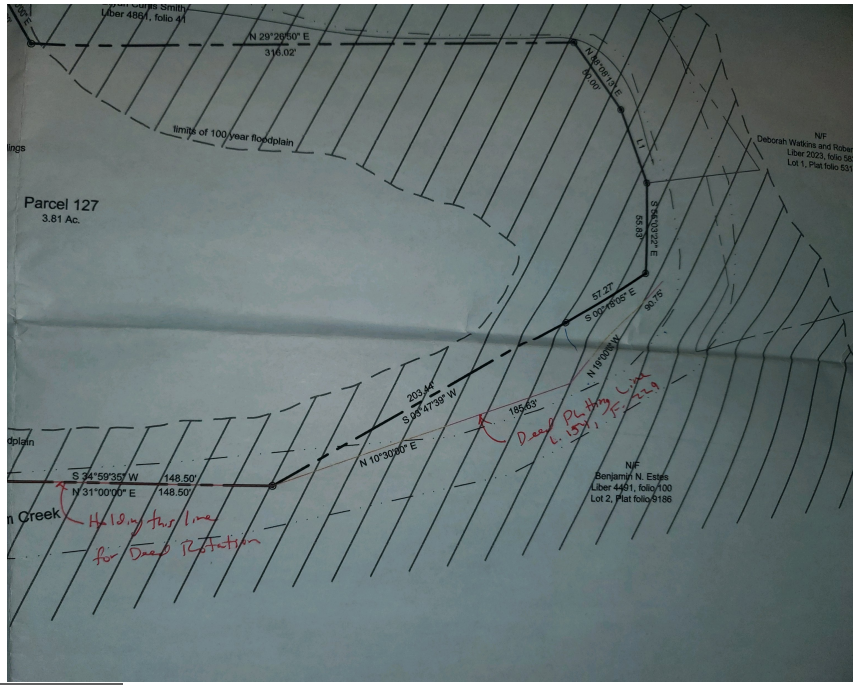
146. Mr. Holder suffered actual damages as a result of the conduct of Uncle Eddies' agent Frederick and his its conspirator, Estes' conduct.

UNCLE EDDIES CONCEALMENT BY AND THROUGH FREDERICK'S CONSPIRATOR, ESTES' AGENT DOWLING

147. Dowling made a drawing Dowling identified as a deed composite for Estes, (the "deed composite.")

148. The *deed composite*[6] illustrates the *Hutzell Deed* title lines, *new monuments* used to describe the *Frederick Northern 3 lines, Deed Overlap* and *Northern Title line deviation* a.k.a. the *swamp;* where upon the fence line is depicted as a line with 4 "x" marks thereon and the *Hutzell Deed* 3rd and 4th title lines are identified with the number "502," "503" and "504."

149. Dowling, discussing an attachment to Frederick's *February 13th, 2020 letter* during his *March 18th 2022 deposition,* identified the red *Hutzell Deed* title lines illustrated by Frederick as being identical to what he illustrated in his *deed composite*.



[6] Dowling's *deed composite* includes a depiction of the 3rd through 8th lines from the *NN520 deed,* the stone monument at the beginning of the 4th line of the *NN520 deed* and the divisional lines of the Keedy property, including the 8th through 13th lines of the Keedy Deed. The description of the available easements discussed *supra*, in part follows the Cost (*NN520 deed*)/Keedy divisional line to a County road leading from Keedysville to Martin Eakles Mill. Frederick conceded he made a mistake in locating the Stone at the beginning of the 4th line of the NN520 deed in 1988, whereas Frederick , Estes and others continue to conceal that said Stone today.

150. Dowling testified in *March 18th 2022 deposition* absolutely confirming "Well I mean, again, going back to the deviation, there is a deviation at the third line up from the creek. I mean I have said that consistently."

151. Dowling testified in *March 18th 2022 deposition* recalling "I have no idea. I can't remember. I know I met with [Frederick] in my office, and I said to him what the situation was, that there was a deviation from the common lines from over 100 years ago, out based on my conversation with Mr. Frederick, that he was holding a line of possession."

152. Dowling testified in *March 18th 2022 deposition* identifying *the Northern Title line deviation* "Yes. I mean, if you look at that, there is a deviation from Frederick's to a portion that was outside of the title lines of the original conveyance to you. And going back to the one that you had me look at, at NN520, there is a portion of land at that position, I would say at the north end of your property where the lines deviate from the tract line is going back to the 1890's, and in your case, 1832."

153. Dowling testified in *March 18th 2022 deposition* concluding "Well, if you look at the description of 1832, it fits hand in glove with the description on the Estes side from 1893....Well over a hundred years [Q. 1832, possibly 190 years?] ...yes, it's close to 190 years."

154. Dowling testified in *March 18th 2022 deposition* exclaiming "I don't know how many times I have to say it, but I clearly say that the lines to the survey, two lines above the

creek deviate from the title lines. There is no question about that. {Q. I appreciate that.} I have said it more than once."

155. Dowling testified in *March 18th 2022 deposition* explaining "My charge that I was presented with was Mr. Frederick's didn't want to stand behind his recorded survey. When I looked at it, I said I would look at the title and look at the survey, and I'd look at other instruments and I'd come up with it. What I came up is like everything, the properties run together, historically, to a certain point, and then they deviate."

156. Dowling testified in *March 18th 2022 deposition* opining "my basic opinion is that the lines were the same until the 1993 deviation, and the properties fit together and they deviated there," and the NN520 deed "calls to the creek."

157. In April 27th deposition Frederick was also asked "if a deed was going to follow a creek, it would say something like, The following nine calls around the creek or something to that?" and Frederick responded "Yes. Yes. You are totally right."

158. Dowling testified in *March 18th 2022 deposition* clarifying "Obviously, [Frederick signed and sealed it, and [Frederick] thinks it's correct, but [Frederick] wouldn't testify in court that it was correct. And I am willing to testify in court that it matches the title lines, **except for the one place that it deviates,**" ("Dowling's opinion")

159. Dowling signed an affidavit on June 21st 2022 declaring under penalties of perjury that the content of the forgoing Affidavit is true and correct and is based upon personal knowledge, (the "Dowling Affidavit.")

160. *Dowling's Affidavit* declared "the boundary line between Estes Property and the Holder Property is accurately described" by t*he Frederick Northern 3*; in direct contrast to *Dowling's Opinion;* and

161. *Dowling's Affidavit* declared his "opinion that the shared boundary line is consistent with" t*he Frederick Northern 3* "is based on the fact that the title deeds contain specific courses and distances for the shared boundary line;" ignoring and willfully omitting the truth that a *Deed Overlap* and *Northern Title line deviation* a.k.a. the *swamp* existed and was illustrated in Dowling's *deed composite*; and *Dowling's Affidavit* is in direct contrast to *Dowling's Opinion,* furthering "UNCLE EDDIES CONCEALMENT BY AND THROUGH FREDERICK'S CONSPIRATOR, ESTES' AGENT DOWLING".

FREDERICK'S CONSPIRATOR ESTES' UNLAWFUL CONDUCT

162. On January 20th 2020 Plaintiff explained to Estes in reference to the *swamp* that " MDE may have the opinion the entire area is creek bank and public land," and it is in fact true the *swamp* is entirely encumbered by the "Waters of the State" as defined in MD. Environment Code Ann. § 5-101(i)(5) and MD. Natural Resources Code Ann. § 8-101(g)(5) as the 100 year floodplain depicted on the *April 6th survey*.

163. On February 10th 2020 Plaintiff Holder warned Estes "Please stop any and all efforts to take adverse possession of land you have no right to," in reference to the *swamp* which Estes has since abandoned his claims of adverse possession thereof.

164. On February 14th 2020 Estes was handed a copy of Frederick's *February 13th, 2020 letter;* and a complete chain of title to the Estes, Uncles Eddies and Mrs. Holder properties, ("Some Evidence") of a *Deed Overlap* and *Northern Title line deviation* a.k.a. the *swamp.*

165. Estes knew of Mr. Holder's contract with FSA (by and through agent Frederick) to produce the property descriptions.

166. Mr. Holder provided Estes a copy of FSAs' (by and through agent Frederick) *February 13th, 2020 letter* on February 14th 2020.

167. On February 14th 2020, Mr. Holder also provided Estes with complete chains of title to the Estes and Uncle Eddies property, clearly proving Estes lacked title in land records, to property south or west of the spring branch and Little Antietam Creek; and north of the 8th line of a "Keedy deed", FSA (by and through agent Frederick) drew for Mr. Holder in conjunction with the contract.

168. Estes was aware that Mr. Holder intended to use FSA (by and through agent Frederick) to assist him in providing property descriptions and/or drawings.

169. Estes (or his agents) threatened FSA (by and through agent Frederick) with meritless and vexatiously litigation, despite the clear 10 year statute of limitations being long past for Estes to do such a thing.

170. Estes' threats of litigation against Frederick were willfully and intentionally made with the malicious purpose of causing Frederick to breach the property descriptions contract with Mr. Holder and/or encourage Frederick into further concealment of the *Deed Overlap* and *Northern Title line deviation* a.k.a. the *swamp* that was illustrated in Dowling's *deed composite.* In either case the results were tortious.

171. On February 14th 2020 Estes entered into a settlement agreement with Mr. Holder, and Pursuant to the terms of the Settlement Agreement "All Parties agree to stay off the "Swamp-area" on the Northwest corner of the creek (area clearly marked with survey stakes.)"

172. Plaintiff and Defendant Estes agreed to have no contact "except for pre-arranged mediation at Mediation First ... to settle the property-line dispute," ("Some Evidence") of a *Deed Overlap* and *Northern Title line deviation* a.k.a. the *swamp.*

173. On March 4, 2020, Plaintiff provided a professional title abstract prepared by Jack Steich of Antietam Title by email to Defendant Estes, and advised that Mr. Steich "completed his full title abstract and found neither property crossed the creek," ("Some Evidence") of a *Deed Overlap* and *Northern Title line deviation* a.k.a. the *swamp.*

174. In the summer of 2020 Estes made a phone call to professional land surveyor George Nagel, whereupon Estes enquired of George Nagel his opinion of title between Uncle Eddie's property and Estes property line, whereas George Nagel told him he believed the property line to be the Creek, this would be ("Some Evidence") of a *Deed Overlap* and *Northern Title line deviation* a.k.a. the *swamp.*

175. Estes was present for the entire Dowling *March 18th 2022 deposition,* whereupon *Dowling's opinion* he testified to is ("Some Evidence") of a *Deed Overlap* and *Northern Title line deviation* a.k.a. the *swamp.*

176. Estes signed an affidavit on June 21st 2022 declaring under penalties of perjury that the content of the forgoing Affidavit is true and correct and is based upon personal knowledge, (the "Estes Affidavit.")

177. It is not the whole truth, and materially false in *Estes Affidavit* when he declares "I have requested that Holder provide me with some proof that he has a valid claim to part of my property. Holder has not presented any evidence to refute the opinions of surveyor

Frederic Frederick or raise a dispute that Mr. Frederick's plats followed the courses and distances contained in the Holder and Estes chains of title," because unequivocally Plaintiff has provided Some Evidence of a *Deed Overlap* and *Northern Title line deviation* a.k.a. *the swamp.*

178. It is not the whole truth, and materially false in *Estes Affidavit* when he declares "On January 19, 2020, Holder admitted to **clearing** my land, sending me a text message stating, 'I removed an old fence on the property that was a hazard. I looked across the creek and saw a nice creek bank. I thought it was common courtesy to **clean up** a mess on your side as well,'" because he uses the word "**clearing**" and Plaintiff used the word "**clean up,**" Estes can not possible have personal knowledge Plaintiff said cleared in a January 19th 2020 text message.

179. Moreover in the same exact January 19th 2020 text message Estes references in *Estes Affidavit*, Plaintiff Holder makes clear "I am not at all interested in arguing over a swamp. There are not any trees being **cleared**."

180. The word "**clear**" has a common definition "to remove unwanted growth or items from, such as clear the land of timber;" and the word "**clean**" has a common definition "to make clean: such as such as to rid of dirt, impurities, or extraneous matter."

181. Plaintiff's January 19th 2020 text message Estes references in *Estes Affidavit* is unambiguous, articulating with precision the fact that no trees are being **cleared** and a mess was **cleaned up** after a fence (belonging to Uncle Eddies) was removed.

182. Estes declares in *Estes Affidavit* under personal knowledge that "Holder and/or his agents destroyed numerous trees, plants, and bushes, among other vegetation, including walnut trees, spice bushes, sycamore seedlings, box elder seedlings/trees, wild rose bushes, and other plants, bushes, and trees," yet Estes has sworn under oath he has no personal knowledge that Justin Holder and/or his agents destroyed trees, spice bushes, sycamore seedlings, box elder seedlings/trees, wild rose bushes, and other plants, bushes, and trees, because Plaintiff did not commit those acts.

183. It is not the whole truth, and materially false in *Estes Affidavit* when he declares "Holder recorded a video of himself walking in Spring Branch, which is entirely on my property, and **he references that he will clear neighbors' land for them**," because Plaintiff never even says the word "**clear**" in the aforementioned video, nor does Plaintiff ever discuss any trees, plants and vegetation being cut/burned/destroyed.

184. It is not the whole truth, and materially false in *Estes Affidavit* when he declares "On or about January 18, 2020, Holder sent a text message to me stating, 'Please maintain your property or I will,' indicating that that he intended to continue to enter onto my land and continue to clear or otherwise remove vegetation on the Estes Property," because Plaintiff has never used the word "**clear**" as it relates to Estes property.

185. It is not the whole truth, and materially false in *Estes Affidavit* when he declares "I met with Holder on December 31, 2019. At that meeting, Holder acknowledged that he and/or his agents had removed had removed plants, alders, trees, underbrush, and/or vegetation from the Estes Property and showed me where he had cleared," because Plaintiff has never used the word "**clear**" as it relates to Estes property and moreover

Plaintiff has never removed plants, alders, trees, underbrush, and/or vegetation from the Estes Property.

186. Estes declares in *Estes Affidavit* under personal knowledge that "Holder removed, cut down, or otherwise cleared and destroyed trees, shrubs, and other plants and vegetation on the Estes Property" yet Estes has sworn under oath he has no personal knowledge that Justin Holder removed, cut down, or otherwise cleared and destroyed trees, shrubs, and other plants and vegetation on the Estes Property, because Plaintiff did not do so.

187. Estes declares in *Estes Affidavit* under personal knowledge that "From at least 1993 through 2018, a period of 25 years, my predecessors and I satisfied the elements of adverse possession with respect to the Disputed Property by actually, openly, notoriously, hostilely, visibly, and adversely possessing the Disputed Property, maintain same, paying taxes on same, and generally using and occupying the Disputed Property in the normal manner that similar property is used by a landowner," yet Estes has sworn under oath he has no personal knowledge that From at least 1993 through 2010, a period of 17 years, my predecessors and I satisfied the elements of adverse possession with respect to the Disputed Property by actually, openly, notoriously, hostilely, visibly, and adversely possessing the Disputed Property, maintain same, paying taxes on same, and generally using and occupying the Disputed Property in the normal manner that similar property is used by a landowner, because Estes has only looked at the Estes property 1 time prior to 2010.

188. Estes declares in *Estes Affidavit* under personal knowledge that "From 1993 through 2010, the Hopes continuously maintained open, notorious, exclusive, and actual possession of the Disputed Property and were the only persons to occupy, maintain, or otherwise make use of the Disputed Property during that time frame," yet Estes has sworn under oath he has no personal knowledge that From 1993 through 2010, the Hopes continuously maintained open, notorious, exclusive, and actual possession of the Disputed Property and were the only persons to occupy, maintain, or otherwise make use of the Disputed Property during that time frame, because Estes has only looked at the Estes property 1 time prior to 2010.

189. Moreover Estes is a licensed Attorney, subject to the rules of professional conduct which demand his candor before a tribunal and Estes holds a position of public trust.

190. Estes had employed Dowling as their agent, *Dowling's opinion and affidavit* was a product of the principal agent relationship enjoyed by Estes and Dowling.

191. Estes ordered and instructed Dowling as his agent in his actions and conduct; thus, under the doctrine of *respondeat superior,* Estes is responsible for the acts of his agent because his agent was acting in the scope of his employment by Estes.

192. In or around, 2015-18, Estes was also involved with a property dispute with his neighbors to the east, the Burtners, frequently calling the police when the Burtners held events, and discussing placing concrete monuments on the property lines with Frederick. FSA (by and through agent Frederick) failed to disclose this material fact to Uncle Eddies and/or Mr. Holder and it was first discovered during a 2021 investigation by Mr. Holder.

193. In the alternative, Plaintiff has discovered, FSA (by and through agent Frederick) was at all times relevant to this complaint, acting within the scope of its employment for Estes, unbeknownst to Mr. Holder or Uncle Eddies, whereuponFSA, Frederick and Estes, are jointly and severally liable for their unlawful, intentional, willful and malicious conduct against public policy, under the doctrine of *respondeat superior.*

194. Estes met with FSA (by and through agent Frederick) prior to the *April 6th survey* being conducted.

195. Estes and Frederick (or their agents) had clandestine discussions from 2016 through 2023 that both have constantly refused to produce in any and all discovery efforts by Mr. Holder, and they most likely have spoiled by destruction, and the only record remaining is available from Estes' and Fredericks' phone service providers

196. Estes and Uncle Eddies (by and through agent Frederick) were acting together, and/or alternatively Estes was threatening Frederick and/or interfering with Mr. Holder's and/or Uncle Eddies contracts and/or relations that Estes was aware of through public records and/or Mr. Fredericks clandestine discussions with Estes.

197. In any and/or all alternatives, the 2018-2023 discussions were tortious in nature, born in spite, malice and intent to commit unlawful acts, the actual outcome therefrom.

198. Estes knowingly and willfully presented *Dowling's Affidavit* to the Court in request for Summary Judgement even though Estes was present for the entire Dowling *March 18th*

2022 deposition, whereupon *Dowling's opinion* that a *Deed Overlap* and *Northern Title line deviation* a.k.a. the *swamp* was a fact still in genuine dispute.

199. The conspiracy, understanding and/or agreement between Frederick and Estes to willfully, intentionally and maliciously prohibit the adversarial trial by the fact finder of the *Deed Overlap* and *Northern Title line deviation* a.k.a. the *swamp;* was further perpetrated by their agents/attorneys, who were at all times acting under their contract and employment and/or as servants of Frederick and Estes.

200. Specifically, Aaron Neal, Mark Schweitzer, Brendan Callahan, Timothy Maloney and Alyssa Prawde as agents for Estes; and Sarah James, Savannah Selvaggio and Kevin Murphy as agents for Frederick; did foist materially false statements of facts on the circuit court with (at a minimum) reckless disregard for the truth (or worse) in order to conceal the material fact that Frederick did not use only "public records," and/or "prior deeds" in his survey work, and that Frederick did create the "blazed tree" and "Ex. fence line" monuments in his first survey of the area in 1990.

201. Frederick knew in 1990 that the "blazed tree" and "Ex. Fence line" monuments were not the monuments described in the "public records" and/or "prior deeds," but Frederick placed them in Estes' predecessor property description anyway to conceal his mistake in locating the Stone monument at the beginning of the 4th line of deed NN520.

202. Frederick and Estes (by and through their aforementioned agents) had no legal purpose to falsify evidence, nor any justification and/or meritorious defense to conceal the aforementioned material fact that Frederick inserted the "blazed tree" and/or "Ex.

Fence line" monuments into the Estes' predecessor deeds in 1990, and Uncle Eddies' deed in 2018, but Estes and Frederick were successful in their aforesaid concealment by preventing an adversarial proceeding on the merits to reach the fact finder.

203. Estes and Frederick (by and through their agents) conduct was intentional, with the express purpose to willfully and maliciously deceive the court into believing that Frederick only used "public records" and/or "prior deeds," with utter disregard for the truth, which is that the "blazed tree" and/or "Ex. Fence line" monuments did not exist in "public records" or "prior deeds," as Estes and Frederick falsely represented.

204. Under the doctrine of *respondeat superior*, Estes and Frederick are responsible for their aforementioned agent(s) concealment and materially false representations of facts.

205. It is against public policy for licensed surveyors and officers of the court to falsely represent material facts to the court, and public policy demands that Frederick and Estes aforementioned agent(s) correct the statements as officers of the court, which the agent(s) have willfully chosen not to do, after being placed on notice of the falsity of their statements.

206. Despite these aforesaid "undisputed fact(s)," Estes and Frederick, by and through their counsel, have represented, and continue to represent to the Washington County Circuit Court that the *Frederick Northern 3 lines,* which include 2 fencepost, an "Ex. fence line," and a "blazed tree" as monuments, were found in "public records" or "prior deeds."

207. Frederick and Estes knew their agents representations were false and untrue, and their counsel have conceded the falsity of those representations in their Motions to Quash September 28, 2023 Subpoenas and replies thereto.

208. Fredericks' and Estes' counsel allegedly only represented the facts their clients instructed them to represent, but offer no justification for them to continue to falsely represent those facts to the court in direct contrast to the rules of professional conduct.

209. Nevertheless, Aaron Neal, Mark Schweitzer, Kevin Murphy, Sarah James and Savannah Selvaggio have refused to correct this misrepresentation to the court in accordance with the professional rules of attorney conduct.

210. Any reasonable person would be highly suspect of the behavior of Aaron Neal, Mark Schweitzer, Kevin Murphy, Sarah James and Savannah Selvaggio, and the longer they continue to willfully and intentionally fail to correct their misrepresentations to the court, the more likely it is they are willfully participating in Estes' and Fredericks' civil conspiracy to fraudulently conceal the Deed Overlap.

211. Aaron Neal and Mark Schweitzer were employed by First American Title Insurance Company to represent the Estes' property and indemnify Estes for any loss.

212. Sarah James, Savannah Selvaggio and Kevin Murphy are employed by Fredericks' insurance carrier to represent it for any errors or omissions when surveying.

213. Uncle Eddies' and Mrs. Holder's property was also insured by First American Title Insurance Company, who was duty bound to defend or indemnify Uncle Eddies and/or

Mrs. Holder for a loss of property and/or rights that was being insured in First American Title Insurance Company's title commitment letter.

214. Indeed, the title commitment letter from First American Title Insurance Company provided indemnity and defense of the *Hutzell Deed* title lines, which Aaron Neal and Mark Schweitzer would have known, or should have known.

215. Alternatively, Estes, Frederick and their agents convinced First American Title Insurance Company that the *Frederick Northern 3 lines* existed in "public records" and "prior deeds," and their agents took Estes and Frederick at their word.

216. Estes' and Fredericks' have conceded that it is false that the *Frederick Northern 3 lines* existed in "public records" and "prior deeds."

217. Estes' and Fredericks' unlawful conduct in its misrepresentations to First American Title Insurance Company was the direct cause of First American Title Insurance Company declining to tender a defense to Mr. Holder when the *Hutzell Deed* title lines it was committed to insure were challenged by Estes' adverse claims.

218. Alternatively, First American Title Insurance Company arbitrarily and capriciously breached its insurance contract with Uncle Eddies and Mrs. Holder, and did so in bad faith.

219. On January 1st 2018 Benjamin N. and Lisa S. Estes (as "affected landowners") drafted a complaint that was received on January 6th 2018 by the Maryland Department of the Environment regarding The Boonsboro-Keedysville Water System, generally, The Keedysville Spring, specifically; alleging *inter alia* "there has been considerable visible

change in the flow of the Keedysville Spring water outflow through and near the undersigned's land in the absence of formal drought conditions," (the "MDE complaint.")

220. Benjamin N. and Lisa S. Estes did not tell the whole truth, and misrepresented facts during testimony at a December 15/16th 2022 trial insomuch the flow of the Keedysville Spring water outflow through and near the undersigned's land has been the same level since they began occupation of the property in 2010, because they represented in the *MDE complaint* that indeed "there has been considerable visible change in the flow", or alternatively Estes misrepresented the facts to MDE for improper reasons with no justification.

221. On, or about April 30th 2021 Plaintiff enquired of Estes and his candor, directly challenging what Plaintiff described as lies; whereupon Estes responded "I am telling you that I have never intentionally lied. I will never intentionally lie under oath in these court documents..."

222. Estes did not tell tell the whole truth again on, or about April 30th 2021 because he does in fact intentionally represent facts without proper foundation in court documents.

CONSPIRACY , CONCEALMENT AND TORTIOUS INTERFERENCE

223. Frederick represented to the Department of Licensing and Labor on June 8th 2020 that:

a) a property description produced in conjunction with his *April 6th survey* stated in the being clause "The lands intend to be conveyed" was the land described in the

Hutzell Deed, and his property "description was intended to convey ALL (not part of) the same lands."; and

b) Mr. Holder "is currently putting Washington County Water and Sewer Department and the Town of Keedysville through similar time consuming pains on Water and Sewer decisions all in his effort to get what he wants."

224. Frederick and conspirator Estes had ample opportunities in the fall of 2022 to respond to "UNCLE EDDIES' CONCEALMENT BY AND THROUGH FREDERICK" but declined to do so, because Frederick and conspirator Estes can not dispute *"UNCLE EDDIES' CONCEALMENT BY AND THROUGH FREDERICK"*, there is no genuine facts to support anything else because the *Deed Overlap* and *Northern Title line deviation* a.k.a. the *swamp* have been acknowledged in sworn testimony by Estes, Frederick and Dowling on multiple occasions, and conceded by Estes, Frederick and their agents

225. Frederick conspired with Estes, both instructing Estes' agent Dowling to deceive the Court as to *Dowling's Opinion* which is opposite of the opinion in *Dowling's Affidavit,* or alternatively, Estes with the encouragement of Frederick, fabricated *Dowling's affidavit,* or parts thereof, without the knowledge and/or consent of Dowling.

226. Benjamin N. and Lisa S. Estes as landowners conspired with Frederick in "FREDERICK'S CONSPIRATOR ESTES' UNLAWFUL CONDUCT" to willfully and intentionally conceal and misrepresent material facts to the Court and the world to the detriment and degradation of Plaintiff's reputation, business relationships, financial/ emotional health and loss of expected economic benefit.

227. Estes's actions in "FREDERICK'S CONSPIRATOR ESTES' UNLAWFUL CONDUCT" was illegal and resulted in actual damages to Plaintiff's management agreement and Utilities relationship.

228. Estes had no proper purpose or substantial justification in his conduct described in § "FREDERICK'S CONSPIRATOR ESTES' UNLAWFUL CONDUCT" to misrepresent and conceal material facts from the Court and the world, and public policy prevents Estes from doing so.

229. Estes misrepresentations and concealment described in § "FREDERICK'S CONSPIRATOR ESTES' UNLAWFUL CONDUCT" resulted in consequential emotional and economic damages to Mr. Holder and his family.

230. Estes, is an attorney and enjoys the public's trust, public policy against the violation of its trust requires punitive damages against Estes for his intentional conduct.

231. The Plaintiff is the bare licensee of Uncle Eddie's land in Keedysville, Maryland and manages other properties in Washington County, Maryland, whereas his clients rely on his diligence, expertise and experience.

232. Beginning on December 31st 2019, and continuing thereafter, in various text, oral conversations and emails, Estes threatened Mr. Holder that he would sue Mr. Holder and his family until they were bankrupt, whether he had any substantial justification to do so or not.

233. Estes told Mr. Holder he was an attorney and would sue in ways Mr. Holder and his families' insurance contracts would not cover them.

234. Estes has wrote to neighbors "I hate Holder" and told neighbors "he does not like Holder". Estes has told the Town of Keedysville, Maryland that Mr. Holder was engaged

in the unlawful act of cutting, burning or destroying his trees, when in fact Estes has admitted he has no personal knowledge Mr. Holder was cutting, burning or destroying his trees.

235. Estes told the Town Mr. Holder was trespassing on the west side of the "Little Antietam Creek" near the railroad bridge which was not true.

236. Estes has conceded and it is undisputed that Uncle Edies "owns to the creek" on the southern 2 lines of the Uncle Eddies' and Estes' boundary.

237. Estes told the Town Mr. Holder was engaged in unlawful acts, such as conducting unlawful rental of Mrs. Holder's properties, for the intentional and malicious purpose of interfering with the Utilities relationship and management agreement, out of spite with no personal or legitimate business interest in doing so, resulting in actual damages, and emotional damages, to Plaintiff and family.

238. Estes (by agreement and/or with encouragement from, Frederick) has in fact sued Mr. Holder's wife for "aiding and abetting" trespass by owning land adjacent to Estes, when Estes knows it to be fact that Mrs. Holder did not "aid and abet" any trespass and does not own any land adjacent to Estes.

239. In fact, Estes has admitted he has no personal knowledge of Mr. Holder cutting, burning or destroying his trees because it is untrue Mr. Holder did so.

240. Estes has admitted in a recent paper to the Appellate court of MD, that Mrs. Holder DOES NOT own land adjacent to Estes.

241. Estes has vexatiously sued Mrs. Holder, brought her into disrepute and financial hardship, forcing Mrs. Holder to give up on her dreams of living in Keedysville and breach the management agreement with Mr. Holder.

242. Estes sued Mrs. Holder for the intentional, malicious and specific purpose of interfering with the management agreement, with no legitimate business purpose or personal interest to do so.

243. Estes had no substantial justification to sue and/or maintain suit against Mrs. Holder because the facts clearly established are that Mrs. Holder did not in any way "aid and abet" the alleged trespass.

244. Estes acts of suing Mrs. Holder with verified facts that are not true, was in fact unlawful, against public policy and directly resulted in actual and consequential emotional and economic damages to Plaintiff and family.

245. To this day, Estes maintains his frivolous suit against Mrs. Holder.

246. Estes' (by agreement and/or with encouragement from, Frederick) misrepresentations and concealments described in § "FREDERICK'S CONSPIRATOR ESTES' UNLAWFUL CONDUCT" in his court documents that Mr. Holder's alleged trespass, was knowing and intentional, which was the direct and only cause of Erie insurance declining to defend lawsuits prosecuted against Plaintiff, his wife and business relations.

247. Mr. Holder told Estes he carried insurance and that any alleged trespass was not intentional on December 31st 2019, and again on February 14th 2020.

248. Estes intentionally and maliciously misrepresented the nature of the alleged trespass in his court documents, with the specific purpose to interfere with the insurance contract (or with reckless disregard of consequence) and caused actual economic and emotional damages upon Mr. Holder, his wife, family and business relations, that directly resulted

in the breach of the management agreement when Mrs. Holder was economically depleted and emotional drained from Estes's frivolous suit.

249. Estes threatened the Town with lawsuits, and/or other types of vexatious harassment, arguing over the lawful access the public enjoys to the Town spring, its water source.

250. Estes threatened Maryland Dept. of the Environment employees with trespass and civil lawsuits when they were assisting Mr. Holder in compliance with "environmental matters" of "public controversy" in Keedysville, Maryland.

251. Estes had no justification to threaten the Town and Maryland Dept. of the Environment, and did so intentionally, willfully and out of spite, to interfere with Mr. Holder's utility relationship and management agreement, causing Mr. Holder actual and consequential damages therefrom.

252. Estes' (with the encouragement and agreement of Frederick) misrepresentations and concealments described in § "FREDERICK'S CONSPIRATOR ESTES' UNLAWFUL CONDUCT" was designed to further oppress and injure Plaintiff when he exposed "UNCLE EDDIES' CONCEALMENT BY AND THROUGH FREDERICK" which would expose the *swamp* Estes coveted was never in Estes' title, providing Estes and Frederick motive to conspire to inflict intentional emotional, financial, economic and social injury upon Plaintiff and his family for the improper reason of intimidating and/or threatening the Plaintiff, with the specific purpose of detouring Plaintiff from exposing the unlawful fraudulent concealment perpetrated upon him by Uncle Eddies (by and through agent Frederick).

253. Estes and Frederick had no substantial justification to willfully, intentionally and knowingly oppress Plaintiff and his family with further misrepresentations and concealments described in § "FREDERICK'S CONSPIRATOR ESTES' UNLAWFUL CONDUCT", placing materially false statements and evidence before the Court and the world, and they lacked no proper purpose to do so.

254. Estes, as an attorney and Frederick as a surveyor, both hold positions of public trust, and their statements are highly regarded by the Court and the world.

255. Public policy is that attorneys and surveyors ethics, integrity and candor must be held to a higher standard because so many institutions rely upon the same.

256. Estes' and Frederick's misrepresentations and further concealment described in § "FREDERICK'S CONSPIRATOR ESTES' UNLAWFUL CONDUCT" caused actual damage to Plaintiff.

257. Benjamin Estes personally and by and through his agent John Dowling did conspire with Lisa Estes and Uncle Eddies (by and through agent Frederic Frederick) to willfully, intentionally, maliciously and knowingly conceal the *Deed Overlap* and *Northern Title line deviation* a.k.a. the *swamp* and other pertinent facts related to disputes regarding the *Deed Overlap* and *Northern Title line deviation* a.k.a. the *swamp* to the Court and to the world.

258. Estes and Frederick had no proper purpose or substantial justification to engage in the unlawful behavior that resulted in actual damages to Plaintiff and family.

259. The available easements and their precise courses and distances would disclose additional concealment of title line deviations in FSA's (by and through agent Frederick) engineering work in Plat 2499, recorded among the land records of Washington County, Maryland, ("Plat 2499").

260. Plat 2499 depicts the lands of Jeffrey Young, Estes and Uncle Eddies neighbor to the east of "Stonecrest".

261. Specifically, the available easements were precisely located by a stone monument used to describe the boundary from at least March 15th 1792 until 1988, when FSA (by and through agent Frederick) adopted a new iron pin monument 25 feet to the west.

262. Mr. Holder's investigation into the available easements threatened Frederick and conspirator/master Estes' concealment of the *Deed Overlap* and *Northern Title line deviation* a.k.a. the *swamp,* because Mr. Holder would discover the Stone monument at the beginning of the 4th line of the NN520 deed and that the shared boundary between Uncle Eddies and Estes was 25 feet east compared to Plat 10955.

263. Estes represented to Jeffrey Young he was an attorney.

264. Estes stated on, or about April 30th 2021 that he believed Jeffrey Young was under the impression he had an attorney client privileged relationship with Estes.

265. Estes also told Christine and Scott Morral he was an attorney and discussed peace orders and criminal charges with Christine and Scott Morral.

266. Estes encouraged Jeffrey Young, Christine and Scott Morral to file peace orders, criminal charges and lawsuits against Justin Holder and his family.

267. Estes encouraged the criminal charges and peace orders when he knew, or with reckless disregard for the truth he should have known, that the District Court had no jurisdiction to decide title and the criminal charges and peace orders were abusive of the process and maliciously designed to cause Mr. Holder damages in the attorneys fees and disrepute the charges and peace orders placed Plaintiff in.

268. Estes was not licensed to conduct the practice of law when he represented to Jefferey Young, Christine and Scott Morral he was an attorney.

269. It was unlawful and unethical for Estes to provide Jeffrey Young, Christine and Scott Morral with legal advice, or the the impression he was representing their interest, or to engage in the unlicensed practice of law.

270. Estes' conduct in the unauthorized practice of law was unlawful, and done with the express purpose of further concealment of the fraud, and/or designed to tortiously interferer with the management agreement and/or Utilities relationship.

271. Mr. Holder was successful in his defense, and all peace orders and criminal charges filed against Mr. Holder were dismissed and/or denied. Mr. Holder sustained actual damages from the maliciously prosecuted criminal charges and abusive of process peace orders in actual attorney fees, reputational harms, and consequential emotional and economic damage.

272. Estes had no proper business or personal justification to encourage the maliciously prosecuted criminal charges and abusive of process peace orders, and Estes lacked justification to encourage same.

273. Estes himself filed abusive peace orders and maliciously prosecuted criminal charges in which he lacked probably cause to file.

274. Estes as an attorney, abused the public trust afforded him and public policy demands punitive damages against Estes for his intentional conduct.

275. Out of spite and malice with no legitimate business or economic purpose, and without substantial justification, Estes and Frederick conspired together to interfere in Mr. Holder's management agreement and Utilities relationship, by concealing the available easements from the Town of Keedysville, leaving the Town no choice but to breach the water contract.

276. Upon substantial information and testimony under oath and Plaintiff's good faith belief it will be discovered, Frederick and Estes both conspired and encouraged one another to further encourage Uncle Eddies' neighbors in and around "Stonecrest" to file criminal charges, peace orders and lawsuits against Plaintiff by further misrepresenting to the neighbors in and around "Stonecrest" that FSA's (by and through agent Frederick) title lines on Plat 2499 were accurately depicted, which is not true and has been conceded by Mr. Young, Frederick and Estes in various court records.

277. Mr. Holder's investigation and efforts to survey the available easements forced him into litigation with 3rd parties in the "Stonecrest" development and Jeffrey Young, causing

Mr. Holder to enlist the assistance of various attorneys, title experts, surveyors and court reporters, and incur actual attorney fees and litigation cost exceeding $75,000.

278. Estes opposed joinder of the *Holder v. Morral*, *Estes v Holder* and *Young v Holder* litigation, but on September 28, 2023 now argues in open court that the *Holder v. Morral*, *Estes v Holder* and *Young v Holder* are "companion cases," and "inexorable intertwined."

279. Estes only opposed the joinder of the *Holder v Morral, Estes v Holder* and *Young v Holder* litigation to further conceal the fact that Frederick set new iron pins 25 foot west of the actual title lines in 1988 and 1990 when performing survey work in the area.

280. Estes carried Fredericks water and encouraged Frederick using Estes influence over "people in high places" to effect the results of FSA's (by and through agent Frederick) tortious interference and fraudulent concealment. Alternatively, Estes threatened FSA (by and through agent Frederick) leaving it no choice but to breach the property description contract with Mr. Holder. In the newly discovered second alternative, at all times relevant to this complaint, Frederick was acting as agent for his master Estes. In all alternatives, Estes and Frederick had the understanding that the end result of their tortious conduct, agreements and clandestine discussions would result in the Town's breach of the water contract, Mr. Holder's loss of prospective advantage in the Utilities relationship, Mrs. Holder breaching the management agreement, and Mr. Holder and his families's expensive litigation with 3rd parties, all of which directly causing Mr. Holder and family, actual and consequential damages, and furthered the concealment of the Deed overlap.

281. Estes and/or Frederick had no legitimate business or personal interest to protect in concealing the Deed Overlap, available easements and stone monument from the Town, the neighbors in and around "Stonecrest", the Court and the world.

282. In fact, FSA (by and through agent Frederick) as a licensed surveyor, and Estes as a licensed attorney, had an ethical duty to provide the Town and neighbors in and around "Stonecrest", competent and candid information of the Deed Overlap, available easements and stone monument as a matter of public policy, when discussing, describing or advising others regarding the engineering work in same.

283. Frederick maintains public records of the County surveyor in his office which should be maintained by the Washington County government or State of Maryland Archives.

284. Frederick maintains these public records with willful disregard for the law, or worse, intentionally to interfere with the relationships of Mr. Holder and others in obtaining the truth about property lines, roads, available easements and other public evidence useful in conducting engineering work.

285. Frederick conceals the county surveyor records from the public for the unlawful purpose of obtaining unfair advantage over his competitors/adversaries, through intentional concealment thereof.

286. Frederick has no lawful purpose to conceal the County surveyor records, nor any right to exclusive possession thereof.

SUMMARY OF THE AGREEMENTS, CONTRACTS AND RELATIONSHIPS

287. Mr. Holder and Estes made an agreement to mediate the property dispute on February 14, 2020, (the "mediation agreement").

288. Mr. Holder performed all precedent conditions for Estes to perform on his end of the mediation agreement.

289. In November of 2020, Estes filed *pro se* criminal charges and civil complaints against Mr. Holder, and in so doing, Estes breached the mediation agreement.

290. Alternatively, Estes misrepresented his intention to meditate on February 14, 2020, and Mr. Holder relied on Estes representations of his intent to mediate to his detriment.

291. In the Second Alternative, Estes intended to mediate with Mr. Holder, but Frederick tortiously interred with the mediation agreement, convincing Estes to join him in concealment of the *Deed Overlap* at the *Northern Title line Deviation.*

292. In the third alternative, Frederick was at all times relevant to this complaint agent of his master Estes, Estes signed the mediation agreement in bad faith, and to further conceal the fraud his agent Frederick placed in the public records with it provided the property descriptions with the *Northern Title line Deviation* to Olde Town title, unbeknownst to Uncle Eddies and/or Mr. Holder.

293. Mr. Holder and the Town had a water contract, wherein the Town was to install the materials Mr. Holder provided for a sewer line, in the same trench as a water line.

294. Mr. Holder provided the materials, and the requisite materials were onsite when construction occurred, performing all precedent conditions for the town to perform.

295. In January 2023, after good faith discussions and demands that the Town specifically perform on the water contract, the Town flat out refused to perform on the water contract, and a claim arose against the Town for its breach of the water contract.

296. Alternatively, Mayor Kenneth Lord was not lawfully authorized to enter into the water contract, and Mr. Holder relied on Mayor Kenneth Lord's negligent, (or worse) representations to his detriment.

297. In the second alternative, Estes, Frederick, and/or other conspirators, (to be discovered) tortiously interfered with the water contract, convincing the Town, (or its subcontractors) that an available easement to install the sewer line did not exist.

298. Mr. Holder and Frederick had a property description contract.

299. Mr. Holder performed all precedent conditions for Frederick to perform on the property description contract.

300. The trial that Frederick was contracted to prepare the property descriptions for transpired in December 2022, and Frederick breached its contract when it did not provide the property descriptions as it was contracted to do.

301. Alternatively, Frederick induced Mr. Holder to enter into the property description contract with the intention to deceive Mr. Holder, and Mr. Holder relied on Fredericks' deception to his detriment.

302. In the second alternative, Frederick was acting as agent of Estes when it entered into the property description contract, and did so in bad faith.

303. In the third alternative, Estes tortiously interfered with the property description contract by threatening Frederick with frivolous and vexatious lawsuits, or otherwise, wherein Estes forced Frederick to breach its contract with Mr. Holder.

304. Mr. Holder acted in good faith, and performed all precedent conditions to receive the full benefit of the Utilities relationship, management agreement, water contract, property descriptions contract, and/or mediation agreement.

305. Judge Wilkinson is duty bound to uphold his contractual obligations in accordance with the state and federal constitutions, and provide Mr. Holder access to the docket, due process, equal protection, and a fair trial when Mr. Holder is conducting business at the Circuit Court.

306. It has been conceded in the record of this case through the August 2023 Motions to Quash Subpoena that Frederick and Estes, by and through their agents, willfully and intentionally defrauded Judge Wilkinson in **Case C-21-CV-20-430**, by representing to judge Wilkinson as a fact, that Frederick only relied on "public records" and/or "prior deeds" when he performed survey work for Estes' predecessor in title in 1990.

307. Frederick did not rely on "public records" and/or "prior deeds" in 1990 because the "blazed tree," and "Ex. Fence line" never existed in the "public record," or "prior deeds" until Frederick fraudulently placed those monuments in the property description of Estes' predecessor in 1990.

308. Indeed, it was Frederick who provided the property description to Olde Town title in April 2018 that incorporated the "blazed tree," and "Ex. Fence line" monuments into Uncle Eddies' property description for the first time in history, unbeknownst to Uncle Eddies, and/or Mr. and Mrs. Holder.

309. Mr. Holder never made a request to Frederick to provide Olde Towne title a property description that changed the title lines of Uncle Eddies' property.

310. It was unlawful for Frederick and Estes, by and through their agents to place a fraud upon the court, with the willful and intentional purpose of denying Mr. Holder his due process, fair trial, and constitutionally protected rights judge Wilkinson has a contractual obligation to protect, as a Maryland State Judge, and Mr. Holder relies on when conducting business in the Circuit Court.

311. Frederick and Estes, an officer of the court, absolutely knew of judge Wilkinson's obligations to Mr. Holder in accordance with the state and federal constitutions, and willfully and intentionally placed the fraud upon the court in order to further conceal the Deed Overlap, available easements and stone monument, thus successfully preventing an adversarial trail on the merits of the facts and truth.

312. Frederick had the express motive to further conceal his fraud, and Estes had the express motive to acquire title to *the swamp* he has coveted, but does not have legal paper title to possess, neither of which motives are lawful or in good faith.

313. Frederick and Estes were successful in their fraudulent concealment, judge Wilkinson wrote an order in September of 2022, whereupon Wilkinson only reviewed the deeds

for Uncle Eddies' property touched by Fredericks' fraud, after Frederick had provided the unlawfully altered property descriptions to Olde Towne title in 2018.

314. Judge Wilkinson's September 2022 Order did not mention any deeds in Uncle Eddies chain of title dated prior to 2018, and untouched by Frederick's fraud.

315. Judge Wilkinson decided that in April of 2018 Frederick placed the altered property description in Uncle Eddies' title, by unlawfully providing that description to Olde Town title, and therefore Uncle Eddies waived its right to *the swamp* Estes coveted.

316. The result of Frederick and Estes unlawful conduct is that they interfered with judge Wilkinson's contractural relationship in accordance with the state and federal constitution, causing judge Wilkinson to breach that contract, and Mr. Holder to suffer actual, emotional, consequential, and other damages directly related to the tortious conduct of Frederick and Estes, by and through their agents.

317. To this day, Estes and Frederick continue the conspiracy to tortiously interfere with judge Wilkinson's and Mr. Holder's contractural relationship in accordance with the state and federal constitutions by refusing to allow their agents to correct the misrepresentations they made to the court, as their agents are required to do by the rules of professional conduct.

318. Mr. Holder and Mrs. Holder have a management contract, and the Utilities relationship was a critical piece of that management contract.

319. Alternatively, the Town was not defrauded by Frederick in its inquiry searching for the available easements, and the Town, by and through its agents, willfully misrepresented

its intentions in regards to the Utilities relationship, that conduct is independently unlawful by the Town, and done with improper motive.

320. The Town also has a contractual obligation under the State and Federal Constitution to provide equal protection to its citizens, and/or not "take" their property rights without just compensation.

321. Mr. Holder was working with the Town in good faith by and through the Utilities agreement, under the premise the Town intended to uphold its contractural obligations in accordance with the State and Federal constitution.

322. The Town clearly knew of the management contract, and clearly knew its unlawful behavior would interfere with the management contract.

323. Mrs. Holder breached the management contract, and caused Mr. Holder to incur actual damages directly related to that breach.

324. Mrs. Holder is contractually obligated to indemnify Mr. Holder for her breach, and Mr. Holder performed all precedent conditions in the management contract.

325. Alternatively, Frederick and Estes interfered with the management contract, and the Utilities Agreement by *inter alia* filing vexatious suits, placing frauds upon the court, encoring neighbors to abuse process or maliciously prosecute Mr. Holder, and misrepresenting the available easements to the Town.

326. In the second alternative, the Town owed Mrs. Holder and Uncle Eddies a duty in accordance with the state and federal constitutions to provide them just compensation when it failed to act to protect their property rights equally under the law.

327. Mrs. Holder and Uncle Eddies have suffered damages from the Town's breach of its constitutional contract, and Mrs. Holder and Uncle Eddies have performed all precedent conditions to receive the full benefit from the Town's contractural obligations in accordance with the state and federal constitutions.

328. Uncle Eddies, Mr. and Mrs. Holder paid their taxes, and patiently waited for the Town to provide the mandatory utilities to the existing properties that the Town represented were in an existing "w1" water, and "s1" sewer service area, and currently connected to those utilities, as is stated on the 2009 Comprehensive Plan.

329. Mr. and Mrs. Holder and Uncle Eddies relied on the Town's contractual obligations to provide equal protection, and just compensation when the available easements of public record were interfered with, and challenged by other citizens.

330. By failing to provide equal protection, just compensation, and perform a ministerial duty of government, the Town breached its constitutional contract with Mr. and Mrs. Holder, and Uncle Eddies.

331. In the alternative that Mr. Holder is determined to be the same party as Uncle Eddies, the Town also breached its constitutional contract with Mr. Holder as to the land owned by Uncle Eddies.

COUNT I - INDEMNITY FOR ARTICLE 19 DAMAGES RELATED TO FRAUDULENT CONCEALMENT, DECIET AND/OR INTENTIONAL MISREPRESENTATION

332. Plaintiff incorporates and re-alleges the allegations of paragraphs 1 through 15, 17 through 38, 40 through 44 and 120 through 222, as if fully set forth herein.

333. Uncle Eddies (by and through agent Frederick) performed Engineering work \and owed a duty to the plaintiff to disclose the material fact of the *Deed Overlap* and *Northern Title line deviation* a.k.a. the *swamp.*

334. Uncle Eddies and FSA are responsible for all the actions and tortious conduct of their agents, servants and employees performed in the scope of their respective employment under the doctrine of *respondent superior.*

335. Uncle Eddies (by and through agent Frederick) failed to disclose the fact the *Deed Overlap* and *Northern Title line deviation* a.k.a. the *swamp* existed.

336. Uncle Eddies (by and through agent Frederick) intended to defraud or deceive the plaintiff by convincing Plaintiff Uncle Eddies owned to the creek and its property description (provided by agent Frederick) intended to convey all the property described in the *Hutzell Deed*.

337. Uncle Eddies (by and through agent Frederick conspiring with Estes by and through agent Dowling)unlawfully intended to defraud or deceive the Court, the Plaintiff and the world that the *Deed Overlap* and *Northern Title line deviation* a.k.a. the *swamp DID NOT exist.*

338. Plaintiff took action in justifiable reliance on Uncle Eddies' (by and through Frederick) good word that its *April 6th survey* and property description intended to convey all the lands described in the *Hutzell Deed,* and title extended to “Little Antietam creek”

339. Plaintiff has suffered actual damages and other harms as a result of the Uncle Eddies' (by and through agent Frederick) ,conspiring with Benjamin and Lisa Estes' (by and through agent Dowling) unlawfully concealing the *Deed Overlap* and *Northern Title line deviation* a.k.a. the *swamp.*In consequence thereof the Plaintiff will continue to suffer actual, consequential, emotional and economic damages and other harms.

340. The Defendant(s), Uncle Eddies , have caused the Plaintiff to incur additional legal fees and attorneys fees he has paid for representation in litigation Defendants' have forced Plaintiff into with with 3rd parties in defense of his legal rights and reputation.

341. Uncle Eddies has a duty to indemnify Mr. Holder for his loss when performing his duties as manager in good faith.

342. The Town of Keedysville, by and through its agents have concealed the available easements from Mr. Holder, and did so for the unlawful purpose of concealing its obligations to provide mandatory utilities to Uncle Eddies' and Mrs. Holder's property.

343. The Town of Keedysville, by and through its agents made representations to Mr. Holder during the approval process of Plat 10955, and Mr. Holder relied upon those representations to his detriment.

344. The Town of Keedysville, by and through its agents unlawful conduct, has caused Mr. Holder actual, consequential, reputational and emotional damages.

345. The Town of Keedysville is responsible for its employees conduct under the doctrine of *respondeat superior.*

346. These harms by the Defendant(s), Uncle Eddies and the Town, and threatened harms by the Defendant(s), Uncle Eddies and the Town are irreparable in nature, such that no remedy at law will afford the Plaintiff adequate relief.

347. Article 19 of the Maryland Declaration of rights provides that:

> That every man, for any injury done to him in his person or property, ought to have remedy by the course of the Law of the Land, and ought to have justice and right, freely without sale, fully without any denial, and speedily without delay, according to the Law of the Land.

WHEREFORE, the Plaintiff pray that this Honorable Court:

A. Permanently enjoin the Defendant(s), Uncle Eddies, and its agents from further fraudulent concealment related to the *Deed Overlap* and *Northern Title line deviation* a.k.a. the *swamp.*;

B. Permanently enjoin the Defendant(s), Town of Keedysville, and its agents from further concealment related to the available easements;

C. Award Plaintiff actual damages against the Defendant(s), Uncle Eddies and Town of Keedysville jointly and severable in an amount in excess of $75,000;

D. Award the Plaintiff legal fees against the Defendant(s), Uncle Eddies and Town of Keedysville jointly and severable for actual cost of litigations Defendants have forced Plaintiff into with 3rd parties;

E. Award the Plaintiff damages against the Defendant(s), for the consequential emotional suffering and economic loss resulting from their intentional and unlawful conduct, to be proven at trial;

F. Award the Plaintiff punitive damages against the Defendant(s), for their intentional and unlawful conduct and the public policy against same, to be proven at trial;

G. Enjoin Defendant(s) Uncle Eddies and Deena Holder to indemnify Plaintiff for his actual cost and damages related to his good faith management of the corporation;

H. Enjoin Defendant(s) Frederick and Estes to indemnify Plaintiff for his actual cost and damages related to their breach of contract, or damages related to their representations;

I. Enjoin Defendant(s) the Town of Keedysville to indemnify Plaintiff for its unjust enrichment and/or *quantum merit* for the actual cost and damages Mr. Holder has sustained in protecting the available easements, obtaining new easements, deprivation of his federally protected rights, and provide him just compensation for the taking of his property; and

J. Grant such other further relief as the interests of justice may require.

COUNT II - TORTIOUS INTERFERENCE WITH CONTRACT, BUSINESS RELATIONS AND/OR PROSPECTIVE ADVANTAGE

348. Plaintiff incorporates and re-alleges the allegations of paragraphs 1 through 15, and 40 through 331 as if fully set forth herein.

349. Plaintiff had contracts and business relations with the Town of Keedysville, MD, Uncle Eddies and Deena Holder, that Defendant(s): Benjamin and Lisa Estes, FSA and Frederick all had full and clear knowledge of the Plaintiff's business and governmental contracts, relationships and prospective advantages therefrom.

350. That Defendant(s): Benjamin and Lisa Estes, FSA and Frederick (by agreement) have interfered with and continue to interfere with the Plaintiff's business and governmental contracts, relationships and prospective advantages therefrom.

351. That Defendant(s): Benjamin and Lisa Estes', FSA's and Frederick's (by agreement) interference with the Plaintiff's business and governmental contracts, relationships and prospective advantages, have caused the parties to same to breach the contract and Plaintiff has lost the advantage and benefit from therefrom.

352. That Defendant(s) : Benjamin and Lisa Estes', FSA's and Frederick's (by agreement) , actions were unlawful, and done intentionally, knowingly and maliciously out of spite

and/or evil motive with no proper purpose or substantial justification, with the intent of interfering with Plaintiff's business and governmental contracts, relationships and prospective advantages therefrom.

353. Town of Keedysville, FSA, Benjamin and Lisa Estes, are responsible for all the actions and tortious conduct of their agents, servants and employees performed in the scope of their respective employment under the doctrine of *respondent superior.*

354. In consequence thereof, the Plaintiff has suffered and will continue to suffer actual and consequential economic and emotional damages and other harms.

355. The Defendant(s): FSA, Frederick, Benjamin and Lisa Estes have forced the Plaintiff to incur additional legal fees in the cost of litigation with 3rd parties in defense of his legal rights, business relationships, contractural obligations and reputation

356. These harms by the Defendant(s): FSA, Frederick, Benjamin and Lisa Estes and threatened harms by the Defendant(s): FSA, Frederick, Benjamin and Lisa Estes are irreparable in nature, such that no remedy at law will afford the Plaintiff adequate relief.

WHEREFORE, the Plaintiff pray that this Honorable Court:

A. Permanently enjoin the Defendant(s): FSA, Frederick, Benjamin and Lisa Estes from further interference with Plaintiff's business and governmental contracts, relationships and prospective advantages therefrom;

B. Permanently enjoin Frederick from his exclusive possession of the County survey records and order Frederick to return the County surveyor records to the County;

C. Award Plaintiff actual damages against the Defendant(s): FSA, Frederick, Benjamin and Lisa Estes jointly and severable in an amount in excess of $75,000;

D. Award the Plaintiff legal fees against the Defendant(s): FSA, Frederick, Benjamin and Lisa Estes jointly and severable for actual cost of litigations Defendants have forced Plaintiff into with 3rd parties;

E. Award the Plaintiff consequential damages against the Defendant(s): FSA, Frederick, Benjamin and Lisa Estes for the consequential emotional suffering and economic loss resulting from their intentional and unlawful conduct, to be proven at trial;

F. Award the Plaintiff punitive damages against the Defendant(s): FSA, Frederick, Benjamin and Lisa Estes for their intentional and unlawful conduct and the public policy against same, to be proven at trial;

G. To the extent it is determined FSA's (by and through agent Frederick) tortious interference was directly related to its employment by Town of Keedysville, award Plaintiff actual damages against Defendants Town of Keedysville in excess of $75000;

H. To the extent it is determined FSA's (by and through agent Frederick) tortious interference was directly related to its employment by Town of Keedysville, award Plaintiff legal fees against Defendants Town of Keedysville for actual cost of litigations Defendants have forced Plaintiff into with 3rd parties;

I. To the extent it is determined FSA's (by and through agent Frederick) tortious interference was directly related to its employment by Town of Keedysville, award Plaintiff consequential damages against Defendants Town of Keedysville for the intentional conduct of its agent in inflicting economic and emotional damages;

J. To the extent it is determined FSA's (by and through agent Frederick) tortious interference was directly related to its employment by Town of Keedysville, award Plaintiff punitive damages against Defendants Town of Keedysville for its violation

against public policy and conduct beyond the bounds of decency in a civilized society for their agents intentional and unlawful conduct, to be proven at trial;

K. To the extent it is determined FSA's (by and through agent Frederick) tortious interference was directly related to its employment by Town of Keedysville, award Plaintiff actual damages against Defendants Town of Keedysville in excess of $75,000; and

L. Grant such other further relief as the interests of justice may require.

ALTERNATIVE COUNT III - BREACH OF CONTRACT BY THE TOWN

357. Plaintiff incorporates and re-alleges the allegations paragraphs 1 through 15 and 40 through 119 as if fully set forth herein.

358. Mayor Lord was fully authorized under the Town of Keedysville charter, (and any subsequent amendments thereto) to enter into the water contract.

359. Mr. Holder purchased the materials and has already performed all of his obligations and precedent conditions to receive the full benefits of the water contract.

360. Plaintiff, Mr. Holder had a valid and enforceable water contract with Defendant Town of Keedysville.

361. Plaintiff has notified the Town of Keedysville in accordance with the Local Government Tort Claims Act of his intention to sue for breach of contract within the lawful time limits contained therein, if the Town of Keedysville did not perform on the water contract.

362. Moreover, the Town of Keedysville was on constructive notice of Plaintiff's intention to file suit if the Town of Keedysville did not perform on the water contract.

363. As early as June 1st 2020 by and through correspondence and the operative facts known to Town at that time, the Town was aware that Mr. Holder intended to enforce all legal rights associated with the water contract.

364. A claim arose regarding the water contract in January 2023, when the Town refused the demands of Mr. And Mrs. Holder to specifically perform on the water contract.

365. Alternatively, Town of Keedysville, for arbitrary and capricious reasons, with no rational basis NOT to install mandatory utilities in accordance with its 2009 Comp Plan representations, decided to unilaterally breach the water contract.

366. Plaintiff has performed all precedent conditions to recover under breach of the water contract by Defendant Town of Keedysville.

367. As a result of Defendant Town of Keedysville's breach of the water contract, Plaintiff has sustained damages in an amount over $75,000 to be determined after trial.

368. Town of Keedysville and FSA, are responsible for all the actions and tortious conduct of their agents, servants and employees performed in the scope of their respective employment under the doctrine of *respondent superior.*

369. Alternatively, and to the extent the Appellate Court of Maryland decides that Uncle Eddies is dissolved, and it is determined Mr. Holder is the real party in interest, the Town has a duty under the 5th and 14th Amendments of the Untied States constitution to act to protect the property rights of Plaintiff.

370. The Town failed to perform that duty to protect the property of Uncle Eddies in suburban residential zoning, and in a w1/s1 service area, and continues to devalue the property of Uncle Eddies.

371. The Town breached its implied duty to protect the property of rs. Holder and/or Uncle Eddies equally and perform a ministerial duty of government, which continues to devalue their property by the threat of condemnation.

372. A breach of implied duty under the United States constitution by the failure of government to act when it is affirmatively required to do so has also been described as inverse condemnation, and this breach of contract demands just compensation.

373. Mrs. Holder has agreed to settled the breach of the management contract in exchange for good and valuable consideration that is dependent upon the decision of the Appellate court in November 2023 session, wherein said settlement Mr. Holder is successor in interest to all of Mrs. Holder's claims and damages arising from transactions related to Mrs. Holder's properties.

374. Accordingly, Plaintiff, Mr. Holder demands Judgment against Defendant, Town of Keedysville for a sum over $75,000, interest, and costs to be determined after trial.

375. In consequence thereof, the Plaintiff will continue to suffer damages and other harms.

376. Defendant Town of Keedysville, has caused Plaintiff to incur additional legal fees in the cost of litigation with 3rd parties directly related to the breach of the water contract, his legal rights, business relationships, contractural obligations and reputation.

WHEREFORE, the Plaintiff prays that this Honorable Court:

A. Enjoin Defendant Town of Keedysville to specifically perform upon its contract and install the mandatory utilities in accordance with the 2009 Comp Plan representations;

B. Send notice to the Maryland Department of Environment that Town of Keedysville has misrepresentations in its Comprehensive Plan;

C. Award the Plaintiff actual damages against the Defendant Town of Keedysville in an amount in excess of $75,000;

D. Award the Plaintiff legal fees against the Defendant Town of Keedysville where it is proven the litigation Town of Keedysville has forced Plaintiff into with 3rd parties directly related to this Claim; and

E. Grant such other and further relief as the interests of justice may require.

Respectfully submitted,

Justin K. Holder, *Pro Se*
308 West Chapline Street
Sharpsburg, Maryland 21782
(240) 356-2008

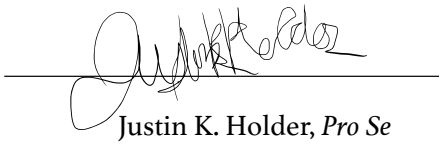
DEMAND FOR JURY TRIAL

Plaintiff hereby demands a jury trial for all matters triable by jury.

Justin K. Holder, *Pro Se*

CERTIFICATE REGARDING RESTRICTED INFORMATION

I HEREBY CERTIFY that this document does not contain any restricted information.



Justin K. Holder, *Pro Se*

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 5th day of October, 2023, a copy of the foregoing SECOND AMENDED COMPLAINT FOR, INJUNCTIVE RELIEF AND DAMAGES was served via the MDEC system to All Parties Entitled to Service, and any unserved Defendants will be personally served along with the Complaint and Summonses and any other papers required to be so served.

Justin K. Holder, *Pro Se*

E-FILED Washington Circuit Court 4/26/2023 9:21 AM System System
E-FILED; Washington Circuit Court
Docket: 4/26/2023 9:21 AM; Submission: 4/26/2023 9:21 AM

IN THE CIRCUIT COURT FOR WASHINGTON COUNTY, MARYLAND

JUSTIN HOLDER	*	
Plaintiff	*	
v.	*	Case No.: C-21-CV-23-36
FREDERIC FREDERICK, et al.	*	
Defendants	*	

ORDER

This matter having come before the Court for a hearing on all outstanding Motions to Strike and Dismiss, all parties and their respective counsel being in attendance, and for the reasons stated on the record it is this 25th day of April, 2023 by the Circuit Court for Washington County, Maryland hereby

ORDERED that all demands for attorney's fees are STRICKEN; and it is further

ORDERED that all counts against Defendant John Dowling are DISMISSED with prejudice; and it is further

ORDERED that Count 1 of the Plaintiff's Complaint is DISMISSED with prejudice as to Defendants Frederic Frederick, Benjamin Estes, Lisa Estes, and Frederick Seibert and Associates, Inc.; and it is further

ORDERED that Count 2 of the Plaintiff's Complaint is DISMISSED without prejudice as to Defendants Frederic Frederick, Benjamin Estes, Lisa Estes, and Frederick Seibert and Associates, Inc.; and it is further

Entered: Clerk, Circuit Court for
Washington County, MD
April 26, 2023

ORDERED that Count 3 of the Plaintiff's Complaint is DISMISSED with prejudice as to Defendants Frederic Frederick, Benjamin Estes, Lisa Estes, and Frederick Seibert and Associates, Inc.; and it is further

ORDERED that Count 4 of the Plaintiff's Complaint is DISMISSED with prejudice as to Defendants Frederic Frederick, Benjamin Estes, Lisa Estes, and Frederick Seibert and Associates, Inc.; and it is further

ORDERED that Count 5 of the Plaintiff's Complaint is DISMISSED with prejudice as to Defendants Frederic Frederick, Benjamin Estes, Lisa Estes, and Frederick Seibert and Associates, Inc.; and it is further

ORDERED that Count 6 of the Plaintiff's Complaint is DISMISSED with prejudice as to Defendants Frederic Frederick, Benjamin Estes, Lisa Estes, and Frederick Seibert and Associates, Inc.; and it is further

ORDERED that Count 7 of the Plaintiff's Complaint is DISMISSED with prejudice as to Defendants Frederic Frederick, Benjamin Estes, Lisa Estes, and Frederick Seibert and Associates, Inc.; and it is further

ORDERED that Count 8 of the Plaintiff's Complaint is DISMISSED without prejudice as to Defendants Frederic Frederick, Benjamin Estes, Lisa Estes, and Frederick Seibert and Associates, Inc.; and it is further

ORDERED that Count 9 of the Plaintiff's Complaint is DISMISSED with prejudice as to Defendants Frederic Frederick, Benjamin Estes, Lisa Estes, and Frederick Seibert and Associates, Inc.; and it is further

ORDERED that any Stay issued in this matter is released to allow the remaining Defendants: Deena Holder and Uncle Eddies Broke Down Palace, thirty (30) days to plead and/or move to dismiss.

04/25/2023 3:09:50 PM

Judge William R. Nicklas, Jr., Judge

cc: All parties

E-SERVED Washington Circuit Court 5/24/2024 1:07 PM System SystemEnvelope:16589771
E-FILED; Washington Circuit Court
Docket: 5/24/2024 1:07 PM; Submission: 5/24/2024 1:07 PM
Envelope: 16589771

IN THE CIRCUIT COURT FOR WASHINGTON COUNTY, MARYLAND

JUSTIN HOLDER,	*	
Plaintiff,	*	
v.	*	CASE NO. C-21-CV-23-000036
BENJAMIN ESTES, *et. al*.,	*	
Defendant.	*	

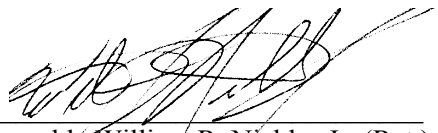
* *

ORDER

Upon consideration of Defendant Mayor and Town of Keedysville's Motion to Dismiss the Second Amended Complaint, the Plaintiff's response thereto, and the arguments of the parties at the hearing concluded on March 8, 2024, it is therefore this 24th day of May 2024 by the Circuit Court for Washington County, Maryland hereby

ORDERED, that Defendant Mayor and Town of Keedysville's Motion to Dismiss the Second Amended Complaint is **GRANTED** with prejudice as to all Counts.

05/24/2024 12:44:43 PM



Honorable William R. Nicklas Jr. (Ret.)
Circuit Court for Washington County Judge

William R. Nicklas, Jr., Judge

Entered: Clerk, Circuit Court for
Washington County, MD
May 24, 2024

E-SERVED Washington Circuit Court 6/13/2024 9:31 AM System SystemEnvelope:16821009
E-FILED; Washington Circuit Court
Docket: 6/13/2024 9:31 AM; Submission: 6/13/2024 9:31 AM
Envelope: 16821009

IN THE CIRCUIT COURT FOR WASHINGTON COUNTY

JUSTIN KYLE HOLDER,	:	
	:	
Plaintiff,	:	
	:	
v.	:	Case No.: C-21-CV-23-000036
	:	
FREDERIC M. FREDERICK, *et al.*,	:	
	:	
Defendants.	:	

ORDER

Upon consideration of the Motion to Revise the April 26, 2023, Order and/or Set Aside Dismissal(s) (Motion to Set Aside Dismissal), filed Attorney Robert Kline on behalf of ***Plaintiff*** Justin Kyle Holder, ***Defendant*** Deena Holder and ***Defendant*** Uncle Eddies Brokedown palace, LLC, the Opposition to the Motion to Set Aside Dismissal filed by Non-Parties Frederic M. Frederick and Frederick, Siebert & Associates Inc., any other Responses to the Motion to Set Aside Dismissal, and any argument in open court, it is by the Court this 12th of June, 2024 hereby,

ORDERED, that the Motion to Set Aside Dismissal is hereby DENIED.

06/12/2024 3:02:09 PM

Judge, Circuit Court
William R. Nicklas, Jr., Judge

Cc: All parties and counsel

Entered: Clerk, Circuit Court for
Washington County, MD
June 13, 2024

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E-FILED; Washington Circuit Court
Docket: 6/13/2024 10:30 AM; Submission: 6/13/2024 10:30 AM
Envelope: 16822886

IN THE CIRCUIT COURT FOR WASHINGTON COUNTY

JUSTIN KYLE HOLDER,	:	
	:	
Plaintiff,	:	
	:	
v.	:	Case No.: C-21-CV-23-000036
	:	
FREDERIC M. FREDERICK, *et al.*,	:	
	:	
Defendants.	:	

ORDER

Upon consideration of the Motion to Amend Caption, filed by Attorney Robert Kline on behalf of ***Plaintiff*** Justin Kyle Holder, ***Defendant*** Deena Holder and ***Defendant*** Uncle Eddies Brokedown palace, LLC, the Opposition to the Motion to Amend Caption filed by Non-Parties Frederic M. Frederick and Frederick, Siebert & Associates Inc., any other Responses to the Motion to Amend Caption, it is by the Court this 12th of June, 2024 , hereby,

ORDERED, that the Motion to Amend Caption is hereby DENIED.

06/12/2024 3:20:50 PM

Judge, Circuit Court William H. Nicklas, Jr., Judge

Cc: All parties and counsel

Entered: Clerk, Circuit Court for
Washington County, MD
June 13, 2024

E-SERVED Washington Circuit Court 7/5/2024 8:38 AM System SystemEnvelope:17098141
E-FILED; Washington Circuit Court
Docket: 8/14/2024 8:38 AM; Submission: 7/5/2024 8:38 AM
Envelope: 17098141

IN THE CIRCUIT COURT FOR WASHINGTON COUNTY

JUSTIN KYLE HOLDER,	:	
	:	
Plaintiff,	:	
	:	
v.	:	Case No.: C-21-CV-23-000036
	:	
FREDERIC M. FREDERICK, *et al.*,	:	
	:	
Defendants.	:	

ORDER

Upon consideration of the Motion of Non-Parties Frederic M. Frederick and Frederick, Siebert & Associates Inc., for Sanctions pursuant to Maryland Rule 1-341 against ***Plaintiff*** Justin Kyle Holder, ***Defendant*** Deena Holder and ***Defendant*** Uncle Eddies Brokedown palace, LLC and Attorney Robert L. Kline, III (Frederick's Motion for Sanctions), any Opposition to that Motion and any argument in open court, it is by the Court this 4th of July, 2024 , hereby,

FOUND, that ***Plaintiff*** Justin Kyle Holder, ***Defendant*** Deena Holder and ***Defendant*** Uncle Eddies Brokedown palace, LLC and Attorney Robert L. Kline, III, filed and maintained the Motion to Amend Caption and the Motion to Revise the April 26, 2023, Order and/or Set Aside Dismissal(s) in **bad faith** and **without substantial justification**, thereby violating Maryland Rule 1-341, and it is therefore

ORDERED, that the Frederick's Motion for Sanctions is GRANTED, and it is further

ORDERED that ***Plaintiff*** Justin Kyle Holder, ***Defendant*** Deena Holder and ***Defendant*** Uncle Eddies Brokedown palace, LLC and Attorney Robert L. Kline, III ***shall*** pay to Frederick the amount of $5,266.00, as a sanction for their bad faith conduct, and it is further

ORDERED that ***Plaintiff*** Justin Kyle Holder, ***Defendant*** Deena Holder and ***Defendant*** Uncle Eddies Brokedown palace, LLC and Attorney Robert L. Kline, III, shall make that payment, and furnish proof of that payment to the Court and to counsel for the other parties, no later than

Entered: Clerk, Circuit Court for
Washington County, MD
July 5, 2024

August 2, 2024, and it is further

ORDERED that in the event the aforesaid penalty is not timely paid, Movants herein shall receive judgement against any unreleased party upon request to the Clerk of the Circuit Court for Washington County.

SO ORDERED.

07/04/2024 10:54:39 AM

Judge, Circuit Court

William R. Nicklas, Jr., Judge

Cc: All parties and counsel

E-SERVED Washington Circuit Court 9/30/2024 10:54 AM System SystemEnvelope:18212793
E-FILED; Washington Circuit Court
Docket: 9/30/2024 10:54 AM; Submission: 9/30/2024 10:54 AM
Envelope: 18212793

IN THE CIRCUIT COURT FOR WASHINGTON COUNTY

JUSTIN KYLE HOLDER,	:	
	:	
Plaintiff,	:	
	:	
v.	:	Case No.: C-21-CV-23-000036
	:	
FREDERIC M. FREDERICK, *et al*.,	:	
	:	
Defendants.	:	

ORDER

This Court has considered the Motion to Alter or Amend Sept. 6, 2024 Order – Hearing Requested (Motion to Alter/Amend) filed by Plaintiff Justin Kyle Holder, with exhibits, the Response to the Motion to Alter/Amend filed by Non-parties Frederic Mark Frederick (FMF) and Frederick Siebert & Associates Inc. (FSA) (collectively, FMF and FSA are Frederick), with exhibits, any other Responses to the Motion to Alter/Amend, with exhibits if any, any Replies to Responses, with exhibits if any, and any argument in open court during the hearings held on April 25, 2023, September 28, 2023, and March 8, 2024.

Plaintiff Holder, acting *pro se*, attended the April 25, 2023, September 28, 2023, and March 8, 2024, hearings. Attorney Robert Kline monitored part of the April 25, 2023, hearing and attended the September 28, 2023, and March 8, 2024, hearings as attorney for Defendant Uncle Eddies brokedown palace, LLC (UEBDP)[1]. Benjamin Estes attended the April 25, 2023, September 28, 2023, and March 8, 2024 hearings, both individually and

[1] Attorney Kline also entered an appearance on behalf of Deena Holder. Attorney Kline filed and subsequently filed a Motion to Dismiss on behalf of UEBDP. Attorney Kline filed a Motion to Amend Caption and a Motion to Set Aside the April 2023 Dismissals on behalf of ***Plaintiff*** Holder and ***Defendants*** UEBDP and Deena Holder, which motions this Court denied. Attorney Kline filed a Motion for Leave to File Responsive Pleading on behalf of UEBDP and Deena Holder, which motion this Court denied.

Entered: Clerk, Circuit Court for
Washington County, MD
September 30, 2024

as attorney for his wife, Lisa Estes. Attorney James P. Steele attended the April 25, 2023, September 28, 2023, and March 8, 2024, hearings as attorney for Frederick. Attorneys Kevin Karpinski and Edward L. Kuczynski attended the September 28, 2023, hearing as attorneys for The Town of Keedysville (Keedysville). Attorneys Michael B. Rynd and Edward L. Kuczynski attended the March 8, 2024, hearing as attorneys for Keedysville.

Upon consideration of the foregoing, and for the reasons stated on the record in open court at the April 25, 2023, September 28, 2023, and March 8, 2024 hearings, it is this 30th of September, 2024, hereby

ORDERED that the Motion to Alter/Amend filed by Plaintiff Holder is **DENIED**, and it is further

ORDERED that Plaintiff Holder is not entitled to a declaration of the rights and status of the parties because he did not seek that relief in the Second Amended Complaint, and it is further

ORDERED that the relief sought by Frederick in their Response to the Motion to Alter/Amend filed by Plaintiff Holder is **GRANTED**, and it is further

ORDERED that this Court's Order dated April 25, 2023, which was entered on April 26, 2023, remains in place and has not been changed since the date of the April 25, 2023, hearing, and it is further

ORDERED that the only dismissals that were set aside in this Court's Order dated September 30, 2023, were the dismissals dated June 14, 2023, and it is further

ORDERED that the dismissals dated April 25, 2023 have never been set aside, and it is further

ORDERED that, on March 8, 2024, based on Plaintiff Holder's representations and admissions at a hearing on that date, this Court ***dismissed with prejudice*** Count One of the Second Amended Complaint, which Plaintiff Holder styled as "Indemnity for Article 19 Damages Related to Fraudulent Concealment, Deceit and/or Intentional Misrepresentation," as to then-Defendants Frederick, Benjamin Estes, Lisa Estes and Keedysville, leaving only UEBDP as a Defendant on Count One (See the March 8, 2024, hearing transcript at pp. 89:16 to 90:20; 126:18-20), and it is further

ORDERED that on March 8, 2024, for the reasons stated in open court that date, this Court ***dismissed with prejudice*** Count Two of the Second Amended Complaint, which Plaintiff Holder styled as "Tortious Interference with Contract, Business Relations and/or Prospective Advantage," as to then-Defendants Frederick, Benjamin Estes, Lisa Estes and Keedysville, because **Plaintiff Holder lacks standing** (See the March 8, 2024, hearing transcript at pp. 126:21- 128:6) and because **Plaintiff Holder failed to state a claim upon which relief can be granted** (See the March 8, 2024, hearing transcript at pp. 128:7-129:25), and it is further

ORDERED that on March 8, 2024, for the reasons stated in open court that date, this Court ***dismissed with prejudice*** Count Three of the Second Amended Complaint, which Plaintiff Holder styled as "Alternative Count III - Breach of Contract by the Town [of Keedysville]," as to then-Defendant Keedysville, the only Defendant under that count, because

- **Plaintiff Holder lacks standing** (See the March 8, 2024, hearing transcript at p. 130:1-11);

- **Plaintiff Holder failed to state a claim upon which relief can be granted** (See the March 8, 2024, hearing transcript at p. 130:13-19);
- **Plaintiff Holder's claim under this Count is barred by the applicable statute of limitations** (See the March 8, 2024, hearing transcript at p. 130:19-20); and
- **Keedysville has governmental immunity from this count** (See the March 8, 2024, hearing transcript at p. 130:20-21)

And it is further

ORDERED that in the September 6, 2024, Order, this Court ***denied as moot*** Frederick's Petition for Injunctive or Other Relief Against Justin Kyle Holder to Declare him a Vexatious and Frivolous Litigant, with the first and second supplements, because this Court ***dismissed with prejudice*** the remaining counts against UEBDP and Deena Holder, and it is further

ORDERED that the denial as moot of Frederick's Petition for Injunctive or Other Relief Against Justin Kyle Holder to Declare him a Vexatious and Frivolous Litigant, with the first and second supplements, is ***without prejudice***, and it is further

ORDERED that _____

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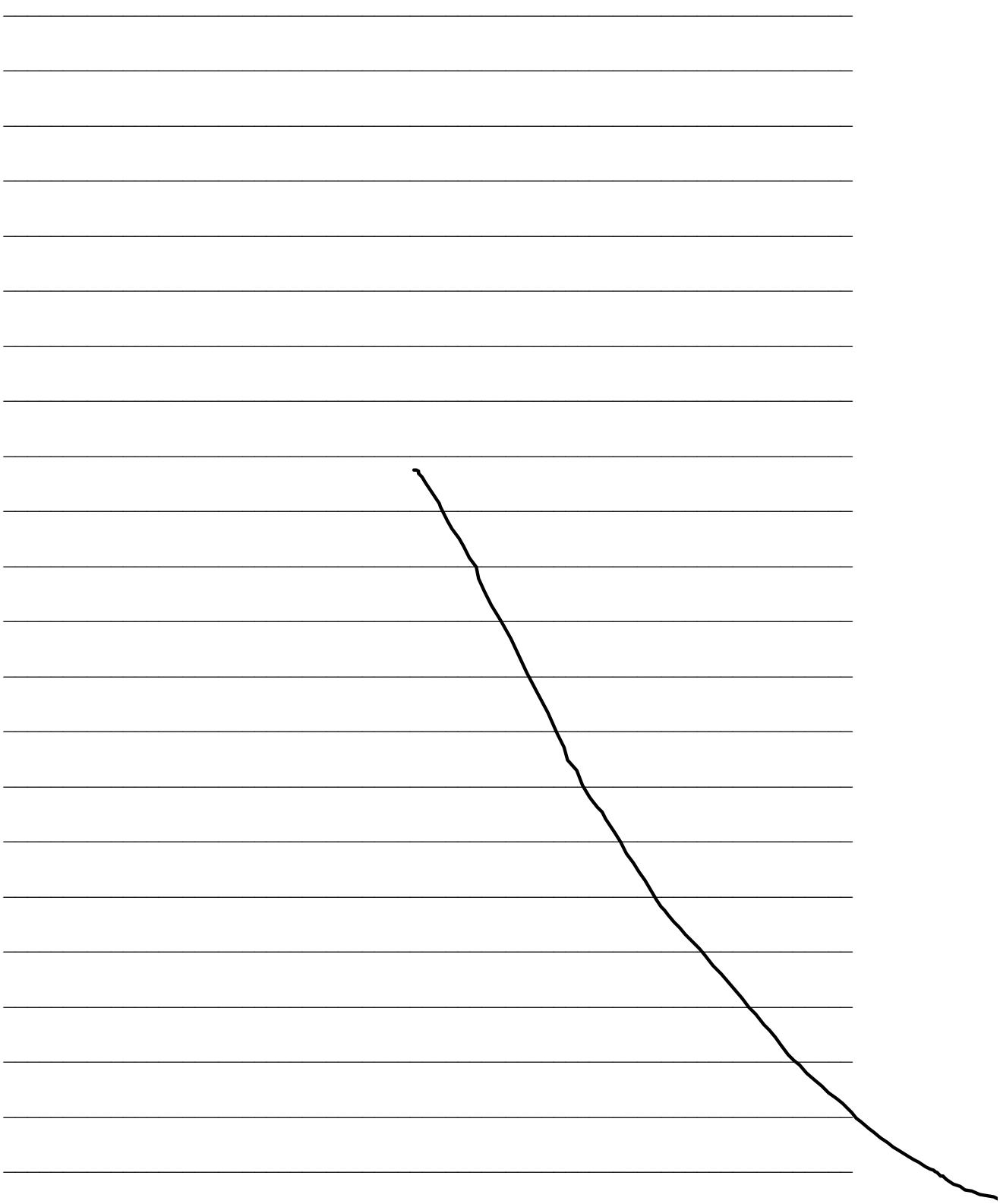

And it is further

ORDERED that this Order is a final judgment as to all Counts in this Action.

SO ORDERED.

09/30/2024 10:42:48 AM

Judge, Circuit Court

William R. Nicklas, Jr., Judge

Cc: All parties and counsel